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CITY & COUNTY OF SAN FRANCISCO



MAYOR EDWIN M. LEE

TREASURE ISLAND DEVELOPMENT AUTHORITY  
ONE AVENUE OF THE PALMS,  
BLDG. ONE, 2<sup>ND</sup> FLOOR, TREASURE ISLAND  
SAN FRANCISCO, CA 94130  
(415) 274-0660 FAX (415) 274-0299  
WWW.SFTREASUREISLAND.ORG

**TREASURE ISLAND DEVELOPMENT AUTHORITY  
SPECIAL MEETING AGENDA**

March 22, 2011 – 9:30 A.M.

Room 400, City Hall  
1 Dr. Carlton B. Goodlett Place

**DIRECTORS**

|                                                  |                                |
|--------------------------------------------------|--------------------------------|
| Claudine Cheng, <i>President</i>                 | Larry Del Carlo                |
| Mark Dunlop                                      | John Elberling, <i>CFO</i>     |
| Larry Mazzola, Jr.                               | Linda Richardson               |
| Jean-Paul Samaha, <i>Secretary/VP Supervisor</i> | Jane Kim ( <i>Ex-Officio</i> ) |

Mirian Saez, *Director of Island Operations*  
Peter Summerville, *Commission Secretary*

03-18-11 P04 JO REYS

**GOVERNMENT  
DOCUMENTS DEPT**

MAR 18 2011

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**ORDER OF BUSINESS**

1. Call to Order and Roll Call
2. General Public Comment (*Discussion Item*) *This item is to allow members of the public to address the Treasure Island Development Authority Board ("Authority Board") on matters that are within the subject matter jurisdiction of the Authority Board and that do not appear on the agenda. In addition to General Public Comment, Public Comment will be held during each item on the agenda.\*\*\**  
*Estimated Length of Item: 10 minutes*
3. Reports
  - a. Report by Director of Island Operations (*Discussion Item*)  
*This item is to allow the Director of Island Operations to report on staff activities, on-island events and to make announcements.*  
*Estimated Length of Item: 5 minutes*

- b. Report by Office of Economic & Workforce Development (Discussion Item)  
*This item is to allow the Office of Economic & Workforce Development to report on activities related to the transfer and redevelopment of former Naval Station Treasure Island.*  
*Estimated Length of Item: 10 minutes*
- c. Report by the Treasure Island/Yerba Buena Island Citizen's Advisory Board (Discussion Item)  
*This item is to allow the Treasure Island/Yerba Buena Island Citizen Advisory Board to report on activity at recent meetings of the Citizen Advisory Board.*  
*Estimated Length of Item: 10 Minutes*
- 4. Communications (Discussion Item)  
*Estimated Length of Item: 5 minutes*
- 5. Ongoing Business by Board of Directors (Discussion Item)  
*Estimated Length of Item: 5 Minutes*
- 6. **CONSENT AGENDA**  
*Estimated Length of Item: 5 minutes*

*All matters listed hereunder constitute a Consent Agenda, are considered to be routine by the Authority Board and will be acted upon by a single vote of the Authority Board. There will be no separate discussion of these items unless a member of the Authority Board so requests, in which event the matter shall be removed from the Consent Agenda and considered as a separate item.*

- a. Resolution Authorizing the Director of Island Operations to Retroactively Execute a Film Production Use Permit, Including Waiver of Permit Fees, with Indigo Films Entertainment Group (Action Item)
  - b. Resolution Retroactively Approving and Authorizing the Execution of Sublease No. 373 with Applied Engineering & Construction Management, Inc., a California corporation for Building 33 F, Treasure Island (Action Item)
- 7. Treasure Island/Yerba Buena Island Redevelopment Project Entitlements and Transaction Documents Presentation, including: (i) Draft Trust Exchange Agreement; (ii) Draft Yerba Buena Island Habitat Management Plan, (iii) Draft Amended and Restated Based Closure Homeless Assistance Agreement ("TIHDI Agreement"), and (iv) Draft Exhibits to the Disposition and Development Agreement including: (a) Draft Jobs and Equal Opportunity Policy; and (b) Draft Community Facilities Plan (Discussion Item)  
*Estimated Length of Item: 45 minutes*
  - 8. Resolution Approving the Budget of the Treasure Island Development Authority for Fiscal Year 2011-2012 and Authorizing the Director of Island Operations and

the Director of Redevelopment to Enter into Work-Orders and MOUs for Services with City Departments and Submit the Proposed Budget to the Mayor of the City and County of San Francisco for Further Review and Inclusion in the City's 2011-2012 Budget (Action Item)

*Estimated Length of Item: 15 minutes*

9. Discussion of Future Agenda Items by Directors (Discussion Item)

*Estimated Length of Item: 5 Minutes*

10. POSSIBLE CLOSED SESSION

**\*\*\*If approved by the Authority Board, this closed session item will take place for approximately 30 minutes at the end of the meeting\*\*\***

- a. Public comment on all items relating to closed session
- b. Vote on whether to hold closed session to confer with real property negotiators (Action item)

1). CONFERENCE WITH REAL PROPERTY NEGOTIATORS

*Persons negotiating for the Authority:* Rich Hillis, Michael Tymoff, Jon Yolles

*Persons negotiating with the Authority:* United States Navy, Treasure Island Community Development LLC,

*Property:* Former Naval Station Treasure Island

*Under Negotiation:* Price: \_\_\_\_\_ Terms of payment: \_\_\_\_\_ Both: X

- c. Reconvene in open session (Action item)

- i. Possible report on action taken in closed session under Agenda Item 10 (Government Code section 54957.1(a)(1) and San Francisco Administrative Code Section 67.12)

- ii. Vote to elect whether to disclose any or all discussions held in closed session (San Francisco Administrative Code Section 67.12).

11. Adjourn

*Relevant documents such as resolutions, staff summaries, leases, subleases are available at the Treasure Island Development Authority Office, One Avenue of the Palms, Second Floor, Treasure Island, and the Government Information Center at the Main Library, 100 Larkin Street. Public comment is taken on each item on the agenda.*

*If any materials related to an item on this agenda have been distributed to the TIDA Board of Directors after distribution of the agenda packet, those materials are available for public inspection at Treasure Island Development Authority, Building One, 2<sup>nd</sup> Floor, One Ave. of Palms, San Francisco, CA 941130 during normal office hours.*

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Assistive listening devices are available upon request. Agendas are available in large print. Materials in alternative formats and/or American Sign Language interpreters will be made available upon request. Please make your request for alternative format or other accommodations to the Mayor's Office on Disability 554-6789 (V), 554 6799 (TTY) **at least 72 hours** prior to the meeting to help ensure availability.

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#### **Lobbyist Ordinance**

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#### **KNOW YOUR RIGHTS UNDER THE SUNSHINE ORDINANCE**

(Chapter 67 of the San Francisco Administrative Code)

Government's duty is to serve the public, reaching its decision in full view of the public. Commissions, boards, councils and other agencies of the City and County exist to conduct the people's business. This ordinance assures that deliberations are conducted before the people and that City operations are open to the people's review. For more information on your rights under the Sunshine Ordinance or to report a violation of the ordinance, contact: Administrator, Sunshine Ordinance Task Force, 1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco CA 94102-4689; by phone at 415 554 7724; by fax at 415 554 7854; or by email at [sotf@sfgov.org](mailto:sotf@sfgov.org).

Citizens interested in obtaining a free copy of the Sunshine Ordinance can request a copy from the SOTF or by printing Chapter 67 of the San Francisco Administrative Code on the Internet, <http://www.sfgov.org>

















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**To:** Treasure Island Development Authority Board of Directors  
**From:** Mirian Saez, Director of Island Operations  
**Date:** March 18, 2011  
**Re:** Golden State Gay Rodeo Association-Bay Area Chapter 2011 Rodeo

---

In January of 2011, Project Office staff was contacted by the Golden State Gay Rodeo Association Bay Area Chapter (GSGRA-BAC) inquiring about the availability of Treasure Island as a venue to host the GSGRA-BAC's 2011 Gay Rodeo event this coming September. The Director of Island Operations and Project Office staff subsequently met with GSGRA event organizers to discuss the details of this event and the potential for Treasure Island to host this event in the fall. Discussion yielded that the Building 180 parking lot, also used as event space by the annual S.F. Triathlon at Treasure Island and the California Dragon Boat Festival, was suitable for accommodating construction of a temporary rodeo arena as well as for attendee parking. The GSGRA-BAC also anticipates utilizing the Great Lawn for a Saturday evening social event and the Eucalyptus Parking Lot for additional parking and equipment staging.

Specific elements of the Gay Rodeo event include skill competitions involving livestock and horses, racing and obstacle course competitions, a Saturday evening social event at the Great Lawn and an awards dinner at the completion of the competition. GSGRA events place great importance on the well-being and humane treatment of the animal participants, and GSGRA skill competitions and racing events involving livestock and horses are specifically tailored to avoid the elements of such standard rodeo events which are often construed as harmful or abusive to the animals involved. GSGRA would be responsible for handling event logistics including traffic management, coordination with adjacent commercial tenants and on-site event operations.

Project Office staff will begin working with the GSGRA-BAC to formulate a draft Special Event Use Permit for the Building 180 Parking Lot and Great Lawn for available dates in early September, and to identify additional community outreach and City Special Event permitting coordination required for this event.



CITY & COUNTY OF SAN FRANCISCO



MIRIAN SAEZ  
DIRECTOR OF ISLAND OPERATIONS

TREASURE ISLAND DEVELOPMENT AUTHORITY  
1 AVENUE OF THE PALMS,  
BLDG. ONE, 2<sup>ND</sup> FLOOR, TREASURE ISLAND  
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TO: Mayor Edwin M. Lee

CC: Steve Kawa, Chief of Staff  
Amy Brown, City Administrator  
Linda Yeung, Deputy City Administrator

FROM: Mirian Saez, Director of Island Operations

RE: Treasure Island Informational Update

DATE: March 16, 2011

**Highlights of the Month**

*PUC Interruption Rates*

Project Staff and The San Francisco Public Utilities Commission (SFPUC) have negotiated an interruptible water rate plan beginning July 1, 2010 for irrigation of open space and recreational areas throughout the Island. An interruptible service is when a service can be interrupted for water shortages and other emergencies at the discretion of the SFPUC Water Enterprise. This water rate service plan will be available to the Authority and its subtenants that use water to irrigate recreational athletic fields on Island. The adoption of the interruptible service rate will benefit the Authority and its applicable Island subtenants by reducing the cost for water for irrigation rate. With this new interruptible water rate for irrigation, the SFPUC estimates that the Authority's water bill will be reduced by approximately \$100,000 annually.

*Restaurant Opening*

Located at the former Nimitz Conference Center, the Oasis Restaurant began pizza delivery service to the residents and commercial tenants in February. This month the restaurant opened as a full service restaurant. The menu has an Italian flair to it. The Oasis is the second restaurant to open on the Island in two years.

*America's Cup*

At the request of the City's America's Cup staff and the AC 34 Event Director, Project Staff have held meetings to discuss inclusion and use of the Island in the 34<sup>th</sup> America's Cup activities, both in 2012 qualifying events and the 2013 America's Cup. The unique use of the Bay as the race course and the "natural amphitheatre" the Bay Area creates for spectators puts the Island in an ideal position to support this international event. Initial discussion has revolved around several possibilities, including the use of the western side of the Island as an event viewing area and potential use of TI waterside assets by spectators and/or event operations.





Memo to Mayor Edwin M. Lee  
March 16, 2011

### **New Leases (In support of small business growth)**

*LiquiDyn* – Located in a portion of Building 33, formerly the Treasure Island School, LiquiDyn - a plumbing contractor is a member of the San Francisco Small Business Enterprise and is leasing office space.

*Applied Engineering and Construction Management Company* – Located in a portion of Building 33, formerly the Treasure Island School, Applied Engineering and Construction Management Company is leasing office space.

*Indigo Films* – Located in Building 265, formerly the Navy Library, Indigo Films is leasing office space and set production space.

### **Quality of Life Issues**

#### *Graffiti*

During the latter half of 2010 Project Staff, Job Corps staff and Treasure Island residents noticed an increase in graffiti around the Island. Graffiti vandalism is an epidemic; if left unabated, graffiti spreads and tends to attract other forms of blight and criminal behavior to the community; and it is costly.

Project Staff met with Officer Christopher Putz of the SFPD Graffiti Abatement Team. The following approach to deter the incidents of graffiti was adopted and implemented.

- Create a Graffiti Reporting Hotline and advertise it Island-wide.
- Write a letter to all residents encouraging them to report graffiti. The letter also serves to inform our residents that graffiti is a crime.
- Aggressively inspect the Islands on a weekly basis.
- Once discovered, photograph it and then remove it immediately.

#### *Burglary Spike*

January saw a significant spike in residential burglaries, from three to 14. The San Francisco Police Department assembled a team to deal specifically with the Island burglaries. The Unit consisted of undercover officers, Fugitive Recovery officers, and two investigators. We are happy to report that there were no burglaries in February.

### **Upcoming Special Events**

*TI Flea Marketplace* - May through November 2011 - last weekend of month

*SF Triathlon* - July 8 - 11, 2011

*GSGRA-BAC Gay Rodeo 2011* - September 2011

*Susan B. Komen Walk Campsite* - September 10 – 11, 2011

*California Dragon Boat Festival* - September 17 – 18, 2011

*TI Music Festival* - Fall 2011

*Oracle Openworld Event* - October 5, 2011

*Fleet Weekend* - October 8 – 9, 2011



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MIRIAN SAEZ  
DIRECTOR OF ISLAND OPERATIONS

March 9, 2011

Jocelyn Kane  
Executive Director  
San Francisco Entertainment Commission  
City Hall, Room 453  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

Re. Pacific Brokerage, Inc.'s Application for Place of Entertainment

Dear Ms. Kane:

The Treasure Island Development Authority (the "Authority"), as the land use agency for Treasure and Yerba Buena Islands, has completed its review of Pacific Brokerage Inc.'s Application for Place of Entertainment.

Section 7.1 (Use) of the Authority's Sublease agreement with Pacific Brokerage Inc. allows the Premises to be used as General administrative office, storage, and events and conference center which shall provide entertainment, food and beverage service as outlined in Exhibit D-1 of the Sublease and Section 4 of the Event Venues Master Lease. Additionally, the Subtenant shall be allowed to operate a full service restaurant serving the general population of visitors and residents of Treasure and Yerba Buena Islands. A full menu, including Lunch and Dinner, will be served daily.

Therefore, Pacific Brokerage Inc. can use the facility for public and private special events and as a full service restaurant facility. Pacific Brokerage Inc., can book events that provide entertainment, and can service the general population of visitors and residents of Treasure and Yerba Buena Islands through its restaurant. The Sublease, however, does not allow Pacific Brokerage Inc. to operate business after 2:00 AM. The Authority will only allow Pacific Brokerage Inc. to sell alcohol, including beer and wine for onsite consumption. The sale of alcohol for offsite consumption is prohibited.

In closing, the Authority request that all of the conditions outlined in the Authority's Sublease agreement with Pacific Brokerage Inc. (please see attachment) be incorporated into the conditions placed by the Entertainment Commission in the Permit, if and when issued.

Thank you for your time and attention to this matter. Should you have any questions please feel free to contact me directly at 415-274-0669.

Sincerely,

Mirian Saez

Director of Island Operations



CITY & COUNTY OF SAN FRANCISCO

TREASURE ISLAND DEVELOPMENT AUTHORITY

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MIRIAN SAEZ  
DIRECTOR OF ISLAND OPERATIONS

March 9, 2011

Justin Gebb  
District Administrator  
Department of Alcohol Beverage Control  
71 Stevenson St., Suite 1500  
San Francisco, CA 94105

Re. Pacific Brokerage, Inc.'s Application No. 47-504766

Dear Mr. Gebb:

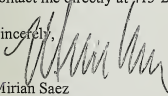
The Treasure Island Development Authority (the "Authority"), as the land use agency for Treasure and Yerba Buena Islands, has completed its review of Pacific Brokerage Inc.'s Application for issuance of a License Type 47.

Section 7.1 (Use) of the Authority's Sublease agreement with Pacific Brokerage Inc. allows the Premises to be used as General administrative office, storage, and events and conference center which shall provide entertainment, food and beverage service as outlined in Sublease agreement. Additionally, the Sublease allows the Subtenant to operate a full service restaurant serving the general population of visitors and residents of Treasure and Yerba Buena Islands.

Therefore, Pacific Brokerage Inc. can use the facility for public and private special events and as a full service restaurant facility. Pacific Brokerage Inc., can book events that provide entertainment, and can service the general population of visitors and residents of Treasure and Yerba Buena Islands through its restaurant. The Sublease, however, does not allow Pacific Brokerage Inc. to operate business after 2:00 AM. The Authority will only allow Pacific Brokerage Inc. to sell alcohol, including beer, wine, and spirits for onsite consumption. The sale of alcohol for offsite consumption is prohibited.

Thank you for your time and attention to this matter. Should you have any questions please feel free to contact me directly at 415-274-0669.

Sincerely,

  
Mirian Saez  
Director of Island Operations

CC: Carolina Suson, Department of ABC  
Lt. Bill Griffin, SFPD











**Treasure Island /Yerba Buena Island  
Citizens Advisory Board  
Meeting Agenda**

**Tuesday, March 15, 2011  
6:00-8:00 PM**

**San Francisco City Hall, Room 305  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102**

For further information about the meeting please contact Jon Yolles at (415) 554-6129

- I. Roll Call
- II. Approval of March 8, 2011 CAB Minutes  
(Action Item)
- III. TIDA Staff Updates (15 min) (Information Item):
  - a) Treasure Island Development Authority Board
  - b) Legislative
  - c) Development Schedule
  - d) Bay Bridge
  - e) Job Corps
  - f) Island Clean-Up
- IV. Treasure Island/Yerba Buena Island Redevelopment Project Entitlements and Transaction Documents Presentation, including (120 minutes) (Informational presentation only):
  - a) Trust Exchange Agreement
  - b) Habitat Management Program
  - c) TIHDI Agreement
  - d) Jobs and Equal Opportunity Policy
  - e) Community Facilities Plan
- V. Future Agenda Items (5 min) (Action Item)
- VI. Announcements from Board members (5 min)
- VII. Public Comments (15 min)
- VIII. Adjourn

## **MEETING AGENDAS AVAILABLE ON E-MAIL**

If you would like to receive TICAB meeting agendas by e-mail, please send your name and e-mail address to [TICAB@sfgov.org](mailto:TICAB@sfgov.org).

## **Disability Access**

The Treasure/Yerba Buena Island Citizen Advisory Board meets on Treasure Island in Building 442, City Hall, 1 Dr. Carlton Goodlett Place or at the San Francisco Redevelopment Agency. All buildings are accessible to persons using wheelchairs, and others with disabilities. For American Sign Language interpreters or use of a reader during a meeting, a sound enhancement system, and/or alternative formats of the agenda and minutes, please telephone 554-6789 or 274-0660 at least 48 hours before a meeting.

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## **Treasure Island Website**

Check out the Treasure Island website at [www.sfgov.org/treasureisland](http://www.sfgov.org/treasureisland) to find out about activities and facilities on Treasure Island, special events venues for rent, or to review the Treasure Island Development Authority's agendas and minutes.

## **Lobbyist Ordinance**

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## SAN FRANCISCO PLANNING DEPARTMENT

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March 10, 2011

**To:** Members of the Planning Commission and Interested Parties  
**From:** Bill Wycko, Environmental Review Officer  
**Re:** Attached Comments and Responses on Draft Environmental Impact Report  
Case No. 2007.0903E – Treasure Island/Yerba Buena Island Redevelopment  
Project

1650 Mission St.  
Suite 400  
San Francisco,  
CA 94103-2479

Reception:  
415.558.6378

Fax:  
415.558.6409

Planning  
Information:  
415.558.6377

The attached Comments and Responses document, responding to comments made on the Draft Environmental Impact Report (Draft EIR) for the above referenced Project, is presented for your information. This document has been provided in PDF format on the Planning Department website, on a CD, or as a hard copy. This document, along with the Draft EIR, will be considered by the Planning Commission in an advertised public meeting on April 7, 2011, at which time the Planning Commission will determine whether to certify the EIR as complete and adequate.

We are sending this to you so that you will have time to review the documents. The Planning Commission does not conduct a hearing to receive comments on the Comments and Responses document, and no such hearing is required by the California Environmental Quality Act. Interested parties may, however, write to the Commission members or to the President of the Commission at 1650 Mission Street, Suite 400, San Francisco, CA, 94103, and express an opinion about the Comments and Responses document, or the Commission's decision to certify the completion of the Final EIR for this Project. Letters should be sent in time to be received at 1650 Mission Street, Suite 400 on the Wednesday (i.e. by April 6, 2011) before the Planning Commission meeting for which the EIR certification is calendared, April 7, 2011. The certification of the EIR does not indicate a decision by the City to approve or disapprove the Proposed Project. Any approval hearing(s) would occur after the EIR certification.

To avoid expending money and paper needlessly, we have sent copies of the Comments and Responses document to you in Adobe Acrobat format on a CD. We can send printed paper copies to individuals upon request. You should note that if you receive a copy of the Comments and Responses document in addition to the Draft EIR published on July 12, 2010, you will technically have a copy of the Final EIR. Thank you for your interest in this project.

If you have questions about the attached Comments and Responses document, or about this process, please contact the EIR Coordinator, Rick Cooper at (415) 575-9027 or Rick.Cooper@sfgov.org.













**AGENDA ITEM 6A**  
**Treasure Island Development Authority**  
**City and County of San Francisco**  
**Meeting of March 23, 2011**

**Subject:** Resolution Authorizing the Director of Island Operations to Retroactively Execute a Film Production Use Permit, Including Waiver of Permit Fees, with Indigo Films Entertainment Group (Action Item)

**Contact:** Mirian Saez, Director of Island Operations

**Phone:** 415-274-0660

**BACKGROUND**

Over the past three years, Indigo Films has been a regular on-Island Film Production. On February 1, 2011, the Authority entered Sublease No. 388 with Indigo Films Entertainment Group, Inc. ("Indigo Films") for Building 265, the former Treasure Island Library. Indigo Films entered into a sublease agreement in order to utilize the Library exclusively on a weekly basis for production of the Discovery ID Channel series "I (Almost) Got Away With It". The weekly series is a true-crime recreation show focusing on stories of the escape, and subsequent recapture, of prison inmates throughout the country. Indigo Films uses the Library to recreate indoor locations contained in the various episodes, such as offices, hospitals, restaurants and more. The Library provides the ideal variety of rooms and spaces in which to recreate these environments. In producing the series, Indigo Films also has found the occasional need for outdoor locations and residential interior locations as well. Treasure and Yerba Buena Island locations serve as stand-ins for a variety of such recreations, while allowing for production efficiency due to proximity to the production activities now taking place at the Library.

To accommodate these needs in supporting Indigo Films' production efforts during their on-going sublease of the Library, and appropriately addressing general liability and use of space considerations, Project Office staff has drafted a Film Production Use Permit. The use permit with Indigo Films allows for as-needed production activities at exterior locations and various on-Island buildings during production of the current season, which is scheduled to end before April 30, 2011. In consideration of the monthly revenue generated by the Indigo Films' sublease of the former Library and the additional revenue generated by the production for on-Island commercial operations, waiver of the Film Permit Fee for this Use Permit is proposed.

**TERMS OF USE PERMIT**

This Use Permit would allow Indigo Films non-exclusive use of off-street exterior locations and off-line housing units on Treasure and Yerba Buena Islands on a blanket as-needed basis through the end of the current season's production schedule in late April 2011. Use of specific locations is contingent on pre-approval by Project Office staff of locations proposed by Indigo Films. Specific housing units utilized by the production are Quarters 240s and Quarters 3 on Yerba Buena Island and the off-line units on Treasure Island's Bayside Drive. None of these facilities

are considered regular revenue-generating facilities during the current Interim Reuse period. Indigo Films has filmed a variety of projects on Treasure Island over the previous three years under standard Film Use Permits, and have consistently undertaken production activities in a professional and considerate manner at all times.

#### **FINANCIAL IMPACT**

This Permit proposes waiver of standard Use Permit fees associated with film and photo production on Treasure and Yerba Buena Island. As discussed above, the Permittee is a current subtenant of the Authority and generates a monthly rent of \$5,000 per month for sublease of the Library. The Subleasing Policy has established a Minimum Rental Rate of \$0.50 PSF for use of Building 34, and Indigo Films pays a monthly Rental Rate of \$0.60 PSF. Production also makes concerted efforts to regularly patronize on-Island businesses including the Treasure Island Market, T.I. Bar and Grill, Oasis Café and Job Corps Culinary Fine Dining program. The Treasure Island Special Event Policy sets standard daily Use Permit fee rates for on-Island film and still photo production activities. Previous productions with on-Island Subleases, including the NBC production "Trauma", have previously been granted Film Use Permits with waiver of Permit Fees in consideration of the monthly revenue derived from the Authority under the Sublease and to aid in efficiency of weekly production activities. In consideration of the monthly revenue generated by the Permittee's Sublease and the increase in patronage of on-Island businesses created by the production, Project Office staff recommends approval of this Use Permit with waiver of standard Permit Fees.

#### **RECOMMENDATION**

Staff recommends retroactive approval and authorization for the Director of Island Operations or her designee to execute the Use Permit, including waiver of Permit Fee, with Indigo Films Entertainment Group for as-needed on-Island Film Production.

Exhibit A: Use Permit between TIDA and Indigo Films Entertainment Group

Prepared by: Peter Summerville, Leasing Manager  
For: Mirian Saez, Director of Island Operations

[Use Permit with Indigo Films Entertainment Group.]

**Resolution Authorizing the Director of Island Operations to Retroactively Execute a Film Production Use Permit, Including Waiver of Permit Fees, with Indigo Films Entertainment Group.**

WHEREAS, Former Naval Station Treasure Island is a military base located on Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by the United States of America, acting by and through the Department of the Navy; and,

WHEREAS, The Base was selected for closure and disposition by the Base Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its subsequent amendments; and,

WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97, authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit corporation known as the Treasure Island Development Authority (the "Authority") to act as a single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of the Base for the public interest, convenience, welfare and common benefit of the inhabitants of the City and County of San Francisco (the "City"); and,

WHEREAS, On February 1, 2011 Indigo Films Entertainment Group entered into a Sublease for Building 265 for the purpose of production of the television program "I (Almost) Got Away With It; and,

WHEREAS, Under the proposed Film Production Use Permit, Indigo Films Entertainment Group would be allowed non-exclusive use of various appropriate on-Island locations for filming of additional scenes associated with production activities taking place at Building 265 ; and,

WHEREAS, a Film Production Use Permit document between the Authority and Indigo Films Entertainment Group is required to appropriately document these uses of additional

1 buildings and grounds on former Naval Station Treasure Island by Indigo Films Entertainment  
2 Group; and

3 WHEREAS, TIDA staff recommends waiver of the Permit Fee for this Film Use Permit  
4 as Indigo Films Entertainment Group provides regular revenue to the Authority through its  
5 sublease of Building 265 , now therefore, be it

6 WHEREAS, TIDA staff believes that waiver of the Permit Fee will assist Indigo Films  
7 Entertainment Group with their on-island production activities that will produce additional  
8 revenue generated on the Island through commercial operations and increase their patronize  
9 on-Island businesses including the Treasure Island Market, T.I. Bar and Grill, Oasis Café and  
10 Job Corps Culinary Fine Dining program.

11 RESOLVED, That the Board of Directors hereby retroactively approves the Use Permit  
12 between Indigo Films Entertainment Group and the Authority, and authorizes the Director of  
13 Island Operations or her designee to execute said Use Permit in substantially the form  
14 attached hereto as Exhibit A; and, be it

15 FURTHER RESOLVED, That the Board of Directors approves the waiver of a standard  
16 Permit Fee for this Use Permit in recognition of the regular revenue already provided the  
17 Authority by Indigo Films Entertainment Group through its sublease of Building 265; and, be it

18 FURTHER RESOLVED, That the Board of Directors hereby finds that (i) entering into  
19 the Use Permit will serve the goals of the Authority and the public interests of the City, and (ii)  
20 the terms and conditions of the Use Permit are economically reasonable; and, be it

21 FURTHER RESOLVED, That the Board of Directors hereby authorizes the Director of  
22 Island Operations or her designee to enter into any additions, amendments or other  
23 modifications to the Use Permit that the Director of Island Operations determines in  
24 consultation with the City Attorney are in the best interests of the Authority, that do not  
25 materially increase the obligations or liabilities of the Authority, that do not materially reduce

1 the rights of the Authority, and are necessary or advisable to complete the preparation and  
2 approval of the Use Permit, such determination to be conclusively evidenced by the execution  
3 and delivery by the Director of Island Operations or her designee of the documents and any  
4 amendments thereto.

5  
6 **CERTIFICATE OF SECRETARY**

7 I hereby certify that I am the duly elected Secretary of the Treasure Island  
8 Development Authority, a California nonprofit public benefit corporation, and that the  
9 above Resolution was duly adopted and approved by the Board of Directors of the  
10 Authority at a properly noticed meeting on March 23, 2011.

11  
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13 Jean-Paul Samaha, Secretary  
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**P-400**  
**USE PERMIT FOR FILM PRODUCTION**  
**AND RELATED ACTIVITIES ON TREASURE ISLAND**

**THIS USE PERMIT** (this "Permit") dated for reference only as of March 1, 2011, is made by and between the Treasure Island Development Authority ("Authority") and Indigo Films Entertainment Group Inc., a California Corporation ("Permittee").

**RECITALS**

WHEREAS, pursuant to that certain Lease between the United States of America and Treasure Island Development Authority for Events Venues Naval Station Treasure Island and that certain Lease between the United States of America and Treasure Island Development Authority for South Waterfront Naval Station Treasure Island and that certain Lease between the United States of America and Treasure Island Development Authority for Land and Structures Naval Station Treasure Island and that certain Lease between the United States of America and Treasure Island Development Authority for Childcare Center Naval Station Treasure Island and that certain Lease between the United States of America and Treasure Island Development Authority for Marina Naval Station Treasure Island (collectively the "Master Leases"), by and between the Authority and the Department of Navy (the "Navy"), a copy of which is attached hereto as Exhibit A, the Authority has the right to use those certain properties located on Naval Station Treasure Island, all as more particularly described in the Master Lease (the "Master Lease Property"); and

WHEREAS, Permittee seeks to use a portion of the Master Lease Property for the purposes stated herein, subject to the terms and conditions of this Permit.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Authority and Permittee agree as follows:

**1. Basic Permit Information**

The following is a summary of the basic permit information (the "Basic Permit Information"). Each item below shall be deemed to incorporate all of the terms of this Permit pertaining to such item. In the event of any conflict between the information in this Section and any more specific provision of the Permit, the more specific provision shall control.

|                                |                                                                                                                                            |
|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| Authority:                     | TREASURE ISLAND DEVELOPMENT AUTHORITY, a California nonprofit public benefit corporation                                                   |
| Permittee:                     | Indigo Films Entertainment Group Inc. , a California Corporation                                                                           |
| Premises (Section 2):          | That certain portion of the Master Lease Property as described in the Identification and Location Form attached here to as Exhibit B.      |
| Structural Report (Section 5): | None                                                                                                                                       |
| Permitted Use (Section 6):     | Film production and related activities for the television series titled "I (Almost) Got Away With It" and for no other purpose whatsoever. |

|                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Parking Rights (Section 8):       | Up to five (5) vehicles may be parked in the area designated for parking on <u>Exhibit B</u> , attached hereto                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Permit Fees (Section 12):         | Waived                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Term (Section 13):                | Commencement Date and Time:<br>March 1, 2011<br><br>Expiration Date and Time:<br>April 30, 2011                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Utilities (Section 20):           | Not applicable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Insurance Limits (Section 22):    | Worker's Compensation Insurance - statutory amounts<br><br>Employers' Liability Coverage with limits of not less than \$1,000,000 for each accident or occurrence<br><br>Comprehensive or Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage<br><br>Comprehensive or Business Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage |
| Address for Notices (Section 26): |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Authority:                        | Treasure Island Development Authority<br>One Avenue of the Palms<br>Building 1, 2 <sup>nd</sup> Floor<br>Treasure Island<br>San Francisco, CA 94130<br>Attn.: Director of Island Operations<br>Phone No.: (415) 274-0660<br>Fax No.: (415) 274-0299                                                                                                                                                                                                                                                                                  |
| Permittee:                        | Indigo Films Inc.<br>155 North Redwood Drive, Suite 250<br>San Rafael, CA 94903<br>Attn.: Gabe Magana<br>Phone No.: 415-444-1700                                                                                                                                                                                                                                                                                                                                                                                                     |
| Security Deposit (Section 38):    | Waived                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

2. **License of Premises.** Authority confers to Permittee a revocable, personal, non-exclusive and non-possessory license to enter upon and use the Premises described in the Basic Permit Information for the limited purpose and subject to the terms, conditions and restrictions set forth below.

This Permit does not constitute a grant to Permittee of any ownership, leasehold, easement or other property interest or estate in the Premises. Authority is acting only in its proprietary capacity in granting the license given to Permittee under this Permit. Permittee acknowledges that (i) such grant is effective only insofar as Authority's rights in the Premises; and (ii) Permittee must separately obtain all regulatory approvals of Authority, the City and County of San Francisco ("City") or any other applicable governmental entity necessary for the Permitted Uses. Permittee shall bear all costs or expenses of any kind in connection with its use of the Premises or any other Master Lease Property.

3. **Inspection of Premises.** Permittee represents and warrants that Permittee has conducted a thorough and diligent inspection and investigation, either independently or through its officers, directors, employees, agents, affiliates, subsidiaries, licensees and contractors, and their respective heirs, legal representatives, successors and assigns, and each of them ("Permittee's Agents"), of the Premises and the suitability of the Premises for Permittee's intended use. Permittee is fully aware of the needs of its operations and has determined, based solely on its own investigation, that the Premises are suitable for its operations and intended uses.

4. **As Is; Disclaimer of Representations.** Permittee acknowledges and agrees that the Premises are being licensed and accepted in their "AS IS, WITH ALL FAULTS" condition, without representation or warranty of any kind, and subject to all applicable laws, statutes, ordinances, resolutions, regulations, proclamations, orders or decrees of any municipal, county, state or federal government or other governmental or regulatory authority with jurisdiction over the Premises, or any portion thereof, whether currently in effect or adopted in the future and whether or not in the contemplation of the Parties ("Laws"), governing the use, occupancy, management, operation and possession of the Premises. Without limiting the foregoing, this Permit is made subject to any and all covenants, conditions, restrictions, easements and other title matters affecting the Premises, or any portion thereof, whether or not of record. Permittee acknowledges and agrees that neither Authority nor any of its officers, directors, employees, agents, affiliates, subsidiaries, licensees and contractors, and their respective heirs, legal representatives, successors and assigns ("Authority's Agents") have made, and Authority hereby disclaims, any representations or warranties, express or implied, concerning (i) title or survey matters affecting the Premises, (ii) the physical, geological, seismological or environmental condition of the Premises, (iii) the quality, nature or adequacy of any utilities serving the Premises, (iv) the feasibility, cost or legality of constructing any Alterations on the Premises if required for Permittee's use and permitted under this Permit, (v) the safety of the Premises, whether for the use of Permittee or any other person, including Permittee's Agents or Permittee's clients, customers, vendors, invitees, guests, members, licensees, assignees or permittees ("Permittee's Invitees"), or (vi) any other matter whatsoever relating to the Premises or their use, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose.

5. **Seismic Report and Structural Report.** Without limiting Section 3 above, Permittee expressly acknowledges for itself and Permittee's Agents that it received and read that certain report dated August 1995, entitled "*Treasure Island Reuse Plan: Physical Characteristics, Building and Infrastructure Conditions*," prepared for the Office of Military Base Conversion, Department of City Planning, and the Redevelopment Agency of the City and County of San Francisco (the "Seismic Report"), a copy of the cover page of which is attached

hereto as Exhibit C. Permittee has had an adequate opportunity to review the Seismic Report with expert consultants of its own choosing. The Seismic Report, among other matters, describes the conditions of the soils on Treasure Island and points out that in the area of the Property where the Premises are located, an earthquake of magnitude 7 or greater is likely to cause the ground under and around the Premises to spread laterally to a distance of ten (10) or more feet and/or result in other risks. In that event, there is a significant risk that buildings and any other structures or improvements located on or about the Premises may fail structurally and collapse. Permittee further expressly acknowledges for itself and Permittee's Agents that it received and read that certain Structural Report identified in the Basic Permit Information, a copy of which is attached hereto as Exhibit D (the "Structural Report").

6. Use of Premises. Permittee may enter and use the Premises for the sole purpose described in the Basic Permit Information during the times specified in the Location Form, which Location Form may be amended in writing by mutual agreement of the parties. Permittee shall comply with all conditions of approval or use guidelines set forth in the Location Form, the General Guidelines and Information for Filming on Treasure Island attached hereto as Exhibit E, the San Francisco Police Department Film Production Guidelines attached hereto as Exhibit F, or as otherwise required by Authority. Authority reserves the right, in its sole discretion, to change such guidelines as necessary to promote or protect the public safety, health or convenience. Authority shall give Permittee reasonable prior notice of such changes; provided, however, that no such prior notice shall be required in emergency situations. Authority shall keep the Premises free and clear of any liens or claims of lien arising out of Permittee's use of the Premises and Permittee shall use commercially reasonable efforts to minimize any disruption that its activities may cause to the Premises or its general vicinity.

7. Restrictions on Use. Permittee shall not use, and Permittee shall prohibit Permittee's Agents and Permittee's Invitees from using, the Premises for any activities other than the Permitted Uses. Permittee agrees that, by way of example only and without limitation, the following uses of the Premises by Permittee, or any of Permittee's Agents or Permittee's Invitees, or any other person claiming by or through Permittee, are inconsistent with the limited purpose of this Permit and are strictly prohibited as provided below:

(a) Hazardous Material. Permittee shall not cause, nor shall Permittee allow any of Permittee's Agents or Permittee's Invitees to cause, any Hazardous Material (as defined below) to be brought upon, kept, used, stored, generated or disposed of in, on or about the Premises, or transported to or from the Premises, without the prior written consent of Authority. Permittee shall immediately notify Authority when Permittee learns of, or has reason to believe that, a release of Hazardous Material has occurred in, on or about the Premises. Permittee shall further comply with all laws requiring notice of such releases or threatened releases to governmental agencies, and shall take all action necessary to mitigate the release or minimize the spread of contamination. In the event that Permittee or Permittee's Agents or Permittee's Invitees cause a release of Hazardous Material, Permittee shall, without cost to Authority and in accordance with all laws and regulations, return the Premises to the condition immediately prior to the release. In connection therewith, Permittee shall afford Authority a full opportunity to participate in any discussion with governmental agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise proceeding involving Hazardous Material. For purposes hereof, "Hazardous Material" means material that, because of its quantity, concentration or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state or local governmental authority to pose a present or potential hazard to public health, welfare or the environment. Hazardous Material includes, without limitation, any material or substance defined as a "hazardous substance, pollutant or contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C.

Sections 9601 et seq., or pursuant to Section 25316 of the California Health & Safety Code; a "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the Premises or are naturally occurring substances in the Premises, and any petroleum, including, without limitation, crude oil or any fraction thereof, natural gas or natural gas liquids. The term "release" or "threatened release" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under or about the Premises.

(b) **Nuisances.** Permittee shall not conduct any activities on or about the Premises that constitute waste, nuisance or unreasonable annoyance (including, without limitation, emission of objectionable odors, noises or lights) to Authority, to the owners or occupants of neighboring property or to the public.

(c) **Damage.** Permittee shall not do anything about the Premises that could cause damage to the Premises or any Authority or Navy property.

8. **Parking.** Permittee shall be allowed to park up to the number of vehicles set forth in the Basic Permit Information in the area designated for parking on the Location Form attached hereto. To the extent practicable, Permittee shall use its best efforts to encourage the use of public transportation, ride-sharing, the use of shuttle busses or other pooled-means of transportation to and from the Premises. Information about public transportation servicing former Naval Station Treasure Island is attached to this Permit as Exhibit I. Further public transportation information is also available on-line at <http://www.511.org>.

9. **Resource Conservation and Sustainability.** Authority is committed to managing the Premises in as sustainable a manner as possible. In addition to Permittee's compliance with the requirements of Section 37 below, Permittee shall use its best efforts to conduct its operations in accordance with sustainable practices and all applicable provisions of the San Francisco Environment Code.

10. **Subject to Authority and City Uses.** Notwithstanding anything to the contrary in this Permit, Permittee's right to use the Premises hereunder shall be subject and subordinate to Authority and City's uses of the Premises for municipal purposes. In addition, Permittee acknowledges that the Property contains a variety of different event venues and outdoor public spaces and it is common for numerous events to be held at various venues on the Property on the same day.

11. **Alterations.** Except as otherwise expressly provided herein, Permittee shall not construct or place any temporary or permanent structures, improvements or signs in, on, under or about the Premises, nor shall Permittee make any alterations, installations or additions ("Alterations") to any of the existing structures, improvements or signs on the Premises, unless Permittee first obtains Authority's prior written consent, which Authority may give or withhold in its sole and absolute discretion. Subject to Authority's consent as provided above, any permitted Alterations shall be done at Permittee's sole expense (i) in strict accordance with plans and specifications approved in advance by Authority in writing, (ii) by duly licensed and bonded contractors approved by Authority, (iii) in a good and professional manner, (iv) in strict compliance with all applicable laws and regulations, and (v) subject to all other conditions that Authority may reasonably impose. Upon termination of this Permit, Permittee shall remove all Alterations constructed or affixed to the Premises by or on behalf of Permittee and repair, at its sole cost and expense, any damage to the Premises caused by the installation or removal of such Alterations.

Without limiting the generality of the foregoing, Permittee acknowledges and agrees that, pursuant to Section 4.2 of the Master Lease, no Alterations may be made to any improvements on the Premises (i) which will affect the historic characteristics of the improvements or modify the appearance of the exterior of the improvements without Navy's and Authority's prior written consent, or (ii) if such Alterations would preclude qualifying the improvements for inclusion on the National Register for Historic Places.

12. **Permit Fees.** Permittee shall pay to Authority a one-time non-refundable permit fee in the amount set forth in the Basic Permit Information for its use of the Premises as provided hereunder. Such fee is payable at such time as Permittee signs and delivers this Permit to Authority. Within five (5) days after demand therefor, Permittee shall pay all applicable City departments for the costs incurred by those departments in providing the use of City employees, equipment, property and facilities in connection with this Permit.

13. **Term of Permit; Revocability.** The privilege conferred to Permittee pursuant to this Permit shall commence on Commencement Date and Time set forth in the Basic Permit Information and shall automatically expire on the Expiration Date and Time set forth in the Basic Permit Information, unless amended in writing or sooner terminated or revoked pursuant to the terms hereof. Moreover, if the Master Lease terminates for any reason whatsoever, this Permit shall automatically terminate. Without limiting any of its rights hereunder, Authority may revoke this Permit at any time prior to the Expiration Date and Time, without cause and without any obligation to pay any consideration to Permittee.

14. **Compliance with Laws.** Permittee shall, at its expense, conduct and cause to be conducted all activities on the Premises allowed hereunder in a safe and reasonable manner and in compliance with all laws, regulations, ordinances and orders of any governmental or other regulatory entity (including, without limitation, the Americans with Disabilities Act), whether presently in effect or subsequently adopted, and whether or not in the contemplation of the parties. Such laws shall include, but are not limited to, local, state and federal laws prohibiting discrimination in employment and public accommodations. Permittee shall, at its sole expense, procure and maintain in force at all times during its use of the Premises any and all business and



other licenses or approvals necessary to conduct the activities allowed hereunder. Permittee understands and agrees that Authority is entering into this Permit in its capacity as a property owner with a proprietary interest in the Premises and not as a regulatory agency with police powers. Permittee further understands and agrees that no approval by Authority for purposes of this Permit shall be deemed to constitute approval of any federal, state, Authority or other local regulatory authority with jurisdiction, and nothing herein shall limit Permittee's obligation to obtain all such regulatory approvals at Permittee's sole cost or limit in any way Authority's exercise of its police powers. Without limiting the foregoing, before beginning any work in the Premises and/or using the Premises, Permittee, at its sole cost and expense, shall obtain any and all permits, licenses and approvals (collectively, "approvals") of all regulatory agencies and other third parties that are required to commence and complete the permitted work and use the Premises including, but not limited to, approvals required by the San Francisco Fire Department (e.g. General Assembly, Tent, Open Flame, Propane, etc.), the San Francisco Police Department (e.g., alcohol consumption and/or sales), the San Francisco Entertainment Commission (e.g., Loudspeaker, Itinerant Show, etc.), San Francisco Department of Building Inspection (e.g., electrical), the San Francisco Department of Health, and the California Department of Alcoholic Beverage Control (e.g., alcohol consumption and/or sales). Permittee shall provide copies of all such approvals to Authority prior to Permittee's use of the Premises.

**15. Security.** In addition to the Permit Fee described in Section 12 above, Permittee shall provide the security, police and medical support services described on Exhibit G, attached hereto, at its sole cost and expense.

**16. Rules and Regulations.** In connection with the Permittee's use hereunder, Permittee shall comply with the Rules and Regulations attached hereto as Exhibit H. Authority reserves the right, in its sole discretion, to change such Rules and Regulations as necessary to promote or protect the public safety, health or convenience. Authority shall give Permittee reasonable prior notice of such changes; provided, however, that no such prior notice shall be required in emergency situations.

**17. Surrender.** Upon the expiration or termination of this Permit, Permittee shall surrender the Premises in the same condition as received, free from hazards and clear of all debris. At such time, Permittee shall remove all of its property from the Premises permitted hereunder, and shall repair, at its cost, any damage to the Premises caused by such removal. Permittee's obligations under this Section shall survive any expiration or termination of this Permit.

**18. Repair of Damage.** If requested by Authority, Permittee shall promptly, at its sole cost and expense, repair any and all damage to the Premises and any personal property located thereon caused by Permittee or Permittee's Agents or Invitees. Permittee shall obtain Authority's prior written approval of any party to be used by Permittee to conduct such repair work. Alternatively, Authority may make such repairs on behalf of Permittee at Permittee's sole cost and expense. If Permittee damages Authority or Navy facilities or any personal property, the final repair costs owed by Permittee shall be determined by Authority in its sole and absolute discretion, and shall be paid by Permittee within five (5) days after Permittee's demand therefor. Permittee's obligations under this Section shall survive the cancellation, expiration or termination of this Permit.

**19. Public Safety.** Permittee agrees to conduct the Permitted Uses at all times in a safe and prudent manner with full regard to the public safety and to observe all applicable regulations and requests of Authority and other government agencies responsible for public safety.

**20. Utilities.** Authority has no responsibility or liability of any kind with respect to any utilities that may be on, in or under the Premises. Permittee shall locate any such utilities and protect them from damage arising out of Permittee's activities. Permittee shall be solely responsible for arranging and paying for all utilities necessary in connection with the Permitted Uses as set forth in the Basic Permit Information. Any such payment shall be due and payable within five (5) days after demand therefor.

**21. Release and Waiver of Claims; Indemnification**

**21.1. Release and Waiver of Claims.** Permittee, on behalf of itself and Permittee's Agents, covenants and agrees that the Authority shall not be responsible for or liable to Permittee for, and, to the fullest extent allowed by any Laws, Permittee hereby waives all rights against the Authority and releases them from, any and all claims, demands, losses, liabilities, damages, liens, injuries, penalties, fines, lawsuits and other proceedings, judgments and awards and costs and expenses, including, without limitation, reasonable attorneys' and consultants' fees and costs ("Losses"), including, but not limited to, incidental and consequential damages, relating to any injury, accident or death of any person or loss or damage to any property, in or about the Premises, from any cause whatsoever, including without limitation, partial or complete collapse of the buildings thereon due to an earthquake or subsidence, except only to the extent such Losses are caused exclusively by the gross negligence or willful misconduct of the Authority (except as provided in Section 21.1(a) below). Without limiting the generality of the foregoing:

(a) Without limiting any other waiver contained herein, Permittee on behalf of itself and its successors and assigns, hereby waives its right to recover from, and forever RELEASES, WAIVES AND DISCHARGES the Authority from, any and all Losses, whether direct or indirect, known or unknown, foreseen and unforeseen, that may arise on account of or in any way be connected with the Authority's decision to allow Permittee to use the Premises, regardless of whether or not such decision is or may be determined to be an act of gross negligence or willful misconduct of the Authority.

(b) Permittee covenants and agrees never to file, commence, prosecute or cause to be filed, commenced or prosecuted against the Authority any claim, action or proceeding based upon any claims, demands, causes of action, obligations, damages, losses, costs, expenses or liabilities of any nature whatsoever encompassed by the waivers and releases set forth in this Section 21.1.

(c) In executing these waivers and releases, Permittee has not relied upon any representation or statement other than as expressly set forth herein.

(d) Permittee has made such investigation of the facts pertaining to these waivers and releases as it deems necessary and assumes the risk of mistake with respect to such facts. These waivers and releases are intended to be final and binding on Permittee regardless of any claims of mistake.



**(e) In connection with the foregoing releases, Permittee acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads:**

**A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.**

**21.2. Acknowledgment.** Permittee acknowledges that the releases contained herein include all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims. Permittee realizes and acknowledges that it has agreed upon this Permit in light of this realization and, being fully aware of this situation, it nevertheless intends to waive the benefit of Civil Code Section 1542, or any statute or other similar law now or later in effect. The waivers and releases contained herein shall survive any termination of this Permit.

**21.3. Permittee's Indemnity.** Permittee, on behalf of itself and Permittee's Agents, shall indemnify, protect, defend and hold harmless forever ("Indemnify") the Authority from and against any and all Losses, expressly including but not limited to, any Losses arising out of a partial or complete collapse of any building located on the Premises due to an earthquake or subsidence, incurred in connection with or arising directly or indirectly, in whole or in part, out of: (a) any damage to or destruction of any property owned by or in the custody of Permittee or Permittee's Agents or Permittee's Invitees; (b) any accident, injury to or death of a person, including, without limitation, Permittee's Agents and Permittee's Invitees, howsoever or by whomsoever caused, occurring in, on or about the Premises; (c) any default by Permittee in the observation or performance of any of the terms, covenants or conditions of this Permit to be observed or performed on Permittee's part; (d) the use, occupancy, conduct or management, or manner of use, occupancy, conduct or management by Permittee, Permittee's Agents or Permittee's Invitees or any person or entity claiming through or under any of them, of the Premises or any Alterations; (e) the condition of the Premises; (f) any construction or other work undertaken by Permittee on or about the Premises whether before or during the Term of this Permit; or (g) any acts, omissions or negligence of Permittee, Permittee's Agents or Permittee's Invitees, or of any trespassers, in, on or about the Premises or any alterations; except to the extent that such Indemnity is void or otherwise unenforceable under any applicable Laws in effect on or validly retroactive to the date of this Permit and further except only to the extent such Losses are caused by the gross negligence and intentional wrongful acts and omissions of the Authority. Notwithstanding the foregoing, Permittee's obligations to indemnify the Authority under this Section 21.3 shall remain in full force and effect regardless of whether or not the Authority's decision to permit the Premises to the Permittee, given the seismic condition of the property, is or may be determined to be an act of gross negligence or willful misconduct of the Authority. The foregoing Indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and Authority's costs of investigating any Loss. Permittee specifically acknowledges and agrees that it has an immediate and independent obligation to defend Authority from any claim which actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to Permittee by Authority and continues at all times thereafter. Permittee's obligations under this Section shall survive the expiration or sooner termination of this Permit. Notwithstanding anything contained herein, to the extent such Losses are not covered by insurance required herein and subject to this Section 21.3, Permittee shall have no obligation to repair, restore or reconstruct the Premises (or to pay for the same) in the event the Premises are damaged or destroyed by an earthquake or subsidence or by any other uninsured casualty.

## **22. INSURANCE**

**22.1. Permittee's Insurance.** Permittee shall procure and maintain throughout the Term of this Permit and pay the cost thereof the following insurance:

(a) If Subtenant has employees, Worker's Compensation Insurance in statutory amounts, with Employers' Liability Coverage with limits of not less than the amount set forth in the Basic Permit Information; and

(b) Comprehensive or Commercial General Liability Insurance with limits not less than the amount set forth in the Basic Permit Information, including coverage for Contractual Liability, Host Liquor Liability, Personal Injury, Advertising Liability, Independent Contractors, Explosion, Collapse and Underground (XCU), Broad Form Property Damage, Products Liability, Completed Operations and Sudden and Accidental Pollution; and

(c) Comprehensive or Business Automobile Liability Insurance with limits not less than the amount set forth in the Basic Permit Information, including coverage for owned, non-owned and hired automobiles, if applicable, which insurance shall be required if any automobiles or any other motor vehicles are operated in connection with Permittee's activity on, in and around the Premises; and

(d) Such other insurance as required by law or as the City's Risk Manager may require.

**22.2. Claims Made Policy.** Should any of the required insurance be provided under a claims-made form, Permittee shall maintain such coverage continuously throughout the term of this Permit, and, without lapse, for two (2) years beyond the expiration of this Permit, to the effect that, should occurrences during the Term give rise to claims made after expiration of this Permit, such claims shall be covered by such claims-made policies.

**22.3. Annual Aggregate Limit.** Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such annual aggregate limit, such annual aggregate limit shall be not less than double the occurrence limits specified above.

**22.4. Additional Insureds.** Liability policies shall be endorsed to name as additional insureds the "Treasure Island Development Authority, City and County of San Francisco, United States of America, acting by and through the Department of the Navy, and their officers, directors, employees and agents" (Insurance Certificate with Endorsement for such additional insureds).

**22.5. Payment of Premiums.** Permittee shall pay all the premiums for maintaining all required insurance.

**22.6. Waiver of Subrogation Rights.** Notwithstanding anything to the contrary contained herein, Authority and Permittee (each a "Waiving Party") each hereby waives any right of recovery against the other party for any loss or damage sustained by such other party with respect to the Premises or any portion thereof or the contents of the same or any operation therein, whether or not such loss is caused by the fault or negligence of such other party, to the extent such loss or damage is covered by insurance which is required to be purchased by the Waiving Party under this Permit or is actually covered by insurance obtained by the Waiving Party. Each Waiving Party agrees to cause its insurers to issue appropriate waiver of

subrogation rights endorsements to all policies relating to the Premises; provided, the failure to obtain any such endorsement shall not affect the above waiver.

**22.7. General Insurance Matters.**

(a) All insurance policies shall be endorsed to provide thirty (30) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to Authority at the address for Notices specified in the Basic Permit Information.

(b) All insurance policies shall be endorsed to provide that such insurance is primary to any other insurance available to the additional insureds with respect to claims covered under the policy and that insurance applies separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

(c) Before commencement of activities under this Permit, certificates of insurance and brokers' endorsements, in form and with insurers acceptable to Authority, shall be furnished to Authority, along with complete copies of policies if requested by Authority.

(d) All insurance policies required to be maintained by Permittee hereunder shall be issued by an insurance company or companies reasonably acceptable to Authority with an AM Best rating of not less than A-VIII and authorized to do business in the State of California.

**22.8. No Limitation on Indemnities.** Permittee's compliance with the provisions of this Section shall in no way relieve or decrease Permittee's indemnification obligations herein or any of Permittee's other obligations or liabilities under this Permit.

**22.9. Lapse of Insurance.** Notwithstanding anything to the contrary in this Permit, Authority may elect in Authority's sole and absolute discretion to terminate this Permit upon the lapse of any required insurance coverage by written notice to Permittee.

**22.10. Permittee's Personal Property.** Permittee shall be responsible, at its expense, for separately insuring Permittee's Personal Property.

**23. No Assignment.** This Permit is personal to Permittee and shall not be assigned, conveyed or otherwise transferred by Permittee under any circumstances.

**24. Copyrights.** Permittee shall obtain all approvals for, and pay for all costs arising from, the use of patented, trademarked, franchised and copyrighted music, materials, devices, processes or dramatic rights used on or incorporated in the film production and related activities.

**25. Ownership of Results.** Authority recognizes and agrees that it shall hold no ownership or other proprietary interest in the film products created by Permittee pursuant to this Permit. Authority agrees that it shall take no action to prohibit, delay or otherwise inhibit Permittee's rights to utilize the film products created by Permittee as a result of Permittee's breach of any of the terms, covenants or conditions of this Permit.

**26. No Joint Venture or Partnership: Independent Contractor.** This Permit does not create a partnership or joint venture between Authority and Permittee. Permittee shall be solely responsible for all matters relating to the payment of its employees, including, without limitation, compliance with any federal, state or local law and all other regulations governing such matters.

**27. Impossibility of Performance.** If, for any reason, an unforeseen event occurs which is beyond the control of Authority or Permittee, including, but not limited to, fire, casualty or labor strike, which event renders impossible the fulfillment of any term of this Permit, Permittee and Authority shall have no right to nor claim for damages against the other.

**28. Possessory Interest Taxes: Payment of Taxes.** Permittee recognizes and understands that this Permit may create a possessory interest subject to property taxation and that Permittee may be subject to the payment of property taxes levied on such interest under applicable law. Permittee agrees to pay taxes of any kind, including possessory interest taxes, if any, that may be lawfully assessed on Permittee's interest under this Permit or use of the Premises pursuant hereto and to pay any other taxes, excises, licenses, permit charges, possessory interest taxes, or assessments based on Permittee's usage of the Premises that may be imposed upon Permittee by applicable law.

**29. Notices.** Except as otherwise provided herein, any notices given under this Permit shall be addressed to the Authority and Permittee at the addresses set forth in the Basic Permit Information.

Notice shall be deemed given (a) two (2) business days after the date when it is deposited with the U.S. Mail, if sent by first class or certified mail, (b) one (1) business day after the date when it is deposited with an overnight carrier, if next business day delivery is required, (c) upon the date personal delivery is made, or (d) upon the date when it is sent by facsimile, if the sender receives a facsimile report confirming such delivery has been successful and the sender mails a copy of such notice to the other party by U.S. first class mail on such date.

**30. Location Credit.** Permittee shall expressly give credit to the "Treasure Island Development Authority" and the "City and County of San Francisco" in the credits of any film resulting from the activities under this Permit. Such credit shall be accorded on screen, with size, placement and all other aspects thereof determined in Permittee's sole discretion but consistent with other "thank you" type credits accorded to locations of filming, if any. Permittee's obligations under this Section shall survive the cancellation, expiration or termination of this Permit.

**31. Production/Film Coordination.** No filming on the Premises shall depict the U.S. Military in any manner and Permittee shall obtain the Navy's prior written approval to all filming in outdoor areas. Permittee further acknowledges and agrees to verify in writing to the Navy that any production being filmed at the Premises does not depict the U.S. Military in any manner (or to obtain the Navy's consent thereto) and to furnish a copy of the shooting script to Patricia McFadden, BRAC Field Team Leader, Caretaker Site Office, One Avenue of Palms, First Floor, Treasure Island, San Francisco CA 94130. Whether the U.S. Military is being depicted is the only aspect of script content that is appropriate for the Navy's review. The portrayal of any subject material other than the U.S. Military is the sole responsibility of Permittee.

**32. MacBride Principles - Northern Ireland.** The City and County of San Francisco urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1, et seq. The City and County of San Francisco also

urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Permittee acknowledges that it has read and understands the above statement of the City and County of San Francisco concerning doing business in Northern Ireland.

**33. Non-Discrimination.**

**33.1 Covenant Not to Discriminate.** In the performance of this Permit, Permittee covenants and agrees not to discriminate on the basis of any fact or perception of a person's race, color, creed, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability, height, weight or acquired immune deficiency (AIDS) or HIV syndrome against any employee of, any City or Authority employee working with, or applicant for employment with, Permittee, in any of Permittee's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Permittee.

**33.2 Subcontracts.** Permittee shall include in all subcontracts relating to the Premises a non-discrimination clause applicable to such subcontractor in substantially the form of Section 33.1 above. In addition, Permittee shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Permittee's failure to comply with the obligations in this Section shall constitute a material breach of this Permit.

**33.3 Non-Discrimination in Benefits.** Permittee does not as of the date of this Permit and will not during the term of this Permit, in any of its operations in San Francisco or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

**33.4 Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code relating to non-discrimination by parties contracting for the use of City property are incorporated in this Section by reference and made a part of this Permit as though fully set forth herein. Permittee shall comply fully with and be bound by all of the provisions that apply to this Permit under such Chapters of the Administrative Code, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Permittee understands that pursuant to Section 12B.2(h) of the San Francisco Administrative Code, a penalty of Fifty Dollars (\$50) for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Permit may be assessed against Permittee and/or deducted from any payments due Permittee.

**34. Tropical Hardwoods and Virgin Redwood.** The City and County of San Francisco urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product, except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code. Permittee agrees that, except as permitted by the application of Sections 802(b) and 803(b), Permittee shall not use or incorporate any tropical hardwood, tropical



hardwood wood product, virgin redwood or virgin redwood wood product in the performance of this Permit.

**35. No Tobacco Advertising.** Permittee acknowledges and agrees that no advertising of cigarettes or tobacco products is allowed on any real property owned by or under the control of the Authority, including the property which is the subject of this Permit. This prohibition includes the placement of the name of a company producing, selling or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. This prohibition does not apply to any advertisement sponsored by a state, local or nonprofit entity designed to communicate the health hazards of cigarettes and tobacco products or to encourage people not to smoke or to stop smoking.

**36. Conflicts of Interest.** Through its execution of this Permit, Permittee acknowledges that it is familiar with the provisions of Section 15.103 of the San Francisco Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Sections 87100 et seq. and Sections 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which would constitute a violation of said provision, and agrees that if Permittee becomes aware of any such fact during the term of this Permit, Permittee shall immediately notify Authority.

**37. Food Service Waste Reduction.** Permittee agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in the San Francisco Environment Code, Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Permit as though fully set forth. This provision is a material term of this Permit. By entering into this Permit, Permittee agrees that if it breaches this provision, Authority will suffer actual damages that will be impractical or extremely difficult to determine; further, Permittee agrees that the sum of One Hundred Dollars (\$100.00) liquidated damages for the first breach, Two Hundred Dollars (\$200.00) liquidated damages for the second breach in the same year, and Five Hundred Dollars (\$500.00) liquidated damages for subsequent breaches in the same year is a reasonable estimate of the damage that Authority will incur based on the violation, established in light of the circumstances existing at the time this Permit was made. Such amounts shall not be considered a penalty, but rather agreed monetary damages sustained by Authority because of Permittee's failure to comply with this provision.

In addition, if 2,000 or more of Permittee's Agents and/or Permittee's Licensee's will be at the Premises, Permittee shall submit a recycling and waste reduction plan to the Authority's Events Coordinator and comply with State Assembly Bill 2176 (Montanez, Chapter 879, Statutes of 2004).

**38. Security Deposit.** Permittee shall pay to Authority upon execution of this Permit a security deposit in the amount set forth in the Basic Permit Information as security for the faithful performance of all terms, covenants and conditions of this Permit. Permittee agrees that Authority may (but shall not be required to) apply the security deposit in whole or in part to remedy any damage to the Premises caused by Permittee, Permittee's Agents or Permittee's Invitees, or any failure of Permittee to perform any other terms, covenants or conditions contained in this Permit, without waiving any of Authority's other rights and remedies hereunder or at law or in equity. Authority's obligations with respect to the security deposit are solely that of debtor and not trustee. Authority shall not be required to keep the security deposit separate from its general funds, and Permittee shall not be entitled to any interest on such deposit. The amount of the security deposit shall not be deemed to limit Permittee's liability for the performance of any of its obligations under this Permit. To the extent that Authority is not entitled to retain or apply the security deposit pursuant to this Section 38, Authority shall return

such security deposit to Permittee within forty-five (45) days of the termination of this Permit, or such longer period as is reasonably necessary for Authority to confirm Permittee's compliance with the requirements of this Permit.

**39. General Provisions.** (a) This Permit may be amended or modified only by a writing signed by Authority and Permittee. (b) No waiver by any party of any of the provisions of this Permit shall be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. (c) This instrument (including the exhibit(s) hereto) contains the entire agreement between the parties and all prior written or oral negotiations, discussions, understandings and agreements are merged herein. (d) The section and other headings of this Permit are for convenience of reference only and shall be disregarded in the interpretation of this Permit. (e) Time is of the essence. (f) This Permit shall be governed by California law. (g) If either party commences an action against the other or a dispute arises under this Permit, the prevailing party shall be entitled to recover from the other reasonable attorneys' fees and costs. For purposes hereof, reasonable attorneys' fees of Authority shall be based on the fees regularly charged by private attorneys in San Francisco with comparable experience. (h) If Permittee consists of more than one person then the obligations of each person shall be joint and several. (i) Permittee may not record this Permit or any memorandum hereof. (j) Subject to the prohibition against assignments or other transfers by Permittee hereunder, this Permit shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns. (k) Any sale or conveyance of the property burdened by this Permit by Authority shall automatically revoke this Permit. (l) This Permit may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

Permittee represents and warrants to Authority that it has read and understands the contents of this Permit and agrees to comply with and be bound by all of its provisions. Permittee further represents and warrants to Authority that all information provided to Authority in the Location Form is true and correct.

**PERMITTEE:**

**Indigo Films Entertainment Group Inc.,**  
a California Corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**AUTHORITY:**

**TREASURE ISLAND  
DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_

Mirian Saez  
Director of Island Operations

**APPROVED AS TO FORM:**

**DENNIS J. HERRERA,**  
City Attorney

By: \_\_\_\_\_  
Deputy City Attorney



Treasure Island Film Permit  
Exhibit A

All Master Leases between the United States of America and  
Treasure Island Development Authority for Naval Station  
Treasure Island are available upon request;

Treasure Island Film/Photo Production Permit  
Exhibit B

Identification and Location Form

# LOCATION # ☐

| Location and Address | Date | INT/EXT | Start Time | End Time | Parking? Yes/No                                                                                                                                                                                                                                                                                  | Map Attached? Yes/No | Equipment, Personnel and/or Special Conditions |
|----------------------|------|---------|------------|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|------------------------------------------------|
|                      |      |         |            |          |                                                                                                                                                                                                                                                                                                  |                      |                                                |
| Summarized Scenes:   |      |         |            |          | <u>Check all that apply:</u><br><input type="checkbox"/> Pyrotechnics <input type="checkbox"/> Neighborhood Notification<br><input type="checkbox"/> Wet Downs <input type="checkbox"/> Signature Survey<br><input type="checkbox"/> Simulated Violence <input type="checkbox"/> Police Services |                      |                                                |

# LOCATION # ☐

| Location and Address | Date | INT/EXT | Start Time | End Time | Parking? Yes/No                                                                                                                                                                                                                                                                                  | Map Attached? Yes/No | Equipment, Personnel and/or Special Conditions |
|----------------------|------|---------|------------|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|------------------------------------------------|
|                      |      |         |            |          |                                                                                                                                                                                                                                                                                                  |                      |                                                |
| Summarized Scenes:   |      |         |            |          | <u>Check all that apply:</u><br><input type="checkbox"/> Pyrotechnics <input type="checkbox"/> Neighborhood Notification<br><input type="checkbox"/> Wet Downs <input type="checkbox"/> Signature Survey<br><input type="checkbox"/> Simulated Violence <input type="checkbox"/> Police Services |                      |                                                |

# LOCATION # ☐

| Location and Address | Date | INT/EXT | Start Time | End Time | Parking? Yes/No                                                                                                                                                                                                                                                                                  | Map Attached? Yes/No | Equipment, Personnel and/or Special Conditions |
|----------------------|------|---------|------------|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|------------------------------------------------|
|                      |      |         |            |          |                                                                                                                                                                                                                                                                                                  |                      |                                                |
| Summarized Scenes:   |      |         |            |          | <u>Check all that apply:</u><br><input type="checkbox"/> Pyrotechnics <input type="checkbox"/> Neighborhood Notification<br><input type="checkbox"/> Wet Downs <input type="checkbox"/> Signature Survey<br><input type="checkbox"/> Simulated Violence <input type="checkbox"/> Police Services |                      |                                                |

# LOCATION # ☐

| Location and Address | Date | INT/EXT | Start Time | End Time | Parking? Yes/No                                                                                                                                                                                                                                                                                  | Map Attached? Yes/No | Equipment, Personnel and/or Special Conditions |
|----------------------|------|---------|------------|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|------------------------------------------------|
|                      |      |         |            |          |                                                                                                                                                                                                                                                                                                  |                      |                                                |
| Summarized Scenes:   |      |         |            |          | <u>Check all that apply:</u><br><input type="checkbox"/> Pyrotechnics <input type="checkbox"/> Neighborhood Notification<br><input type="checkbox"/> Wet Downs <input type="checkbox"/> Signature Survey<br><input type="checkbox"/> Simulated Violence <input type="checkbox"/> Police Services |                      |                                                |

## Provisions (for office use only):

- |                                                       |                                                        |                                           |
|-------------------------------------------------------|--------------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Sidewalks Only               | <input type="checkbox"/> May Not Control Sidewalk      | <input type="checkbox"/> Parking per SFPD |
| <input type="checkbox"/> Must Allow Disability Access | <input type="checkbox"/> Camera Handheld / Tripod Only |                                           |

Treasure Island Film/Photo Production Permit  
Exhibit C

*"Treasure Island Reuse Plan: Physical Characteristics, Building and Infrastructure Conditions,"* prepared for the Office of Military Base Conversion, Department of City Planning, and the Redevelopment Agency of the City and County of San Francisco – August, 1995

TREASURE ISLAND REUSE PLAN

# EXISTING CONDITIONS REPORT: VOL. 2

PHYSICAL CHARACTERISTICS,  
BUILDING AND INFRASTRUCTURE CONDITIONS

AUGUST 1995

PREPARED FOR:  
The Office Of Military Base Conversion,  
Planning Department, City & County of San Francisco,  
and the San Francisco Redevelopment Agency

PREPARED BY:  
ROMA Design Group  
Cerbatos & Associates Consulting Electrical Engineers  
Cervantes Design Associates  
Don Todd Associates, Inc.  
Manna Consultants, Inc.  
Moffatt & Nichol Engineers  
Olivia Chen Consultants, Inc.  
Takahashi Consulting Engineers  
Treadwell & Rollo, Inc.

Treasure Island Film/Photo Production Permit  
Exhibit D  
Facility Structural Report

None

Treasure Island Film/Photo Production Permit  
Exhibit D

Facility Structural Report

The Structural Report, among other matters, notes that during an earthquake of magnitude 7 or greater, the buildings and any other structures or improvements located on or about the Premises may not provide life-safety for occupants in the event of an earthquake.

## Treasure Island Film/Photo Production Permit

### EXHIBIT E

#### General Guidelines and Information for Filming on Treasure Island

1. **PARKING AND TRAFFIC MANAGEMENT:** Parking is allowed only in designated parking lots, or slotted parking spaces. No parking on streets or roadways, and no blocking or stopping traffic, is allowed without prior written approval from TIDA. Approval by TIDA of parking trailers, motorhomes, trucks, or vehicles in roadways or streets, street or lane closures, or any type of Intermittent Traffic Control will be contingent on coordination with the San Francisco Police Department (SFPD) and will require an onsite officer to facilitate traffic control.

The public must not be deprived egress or ingress to private property (no blocking driveways, alleys, doorways, or handicapped access). All posting of public streets or parking lots with "No Parking" signs must have prior approval of TIDA and the SFPD. No Parking signs for shoots must be posted 24 to 72 hours prior to going into effect.

All such requests must be approved and coordinated with the San Francisco Police Department's Movie Detail Coordinator at 415-553-9764.

2. **ADDITIONAL FEES & REQUIREMENTS:** Depending on shoot size and nature, approval may be conditioned upon additional requirements. These requirements include but are not limited to: provision of debris boxes, chemical toilet units, bus or shuttle service, emergency medical personnel and vehicles, traffic control, landscape maintenance, additional staff, and police and security personnel. Permittee shall install and maintain such requirements at Permittee's expense.

3. **SPECIAL PERMITS:** Permittee is required to secure all necessary permits, which may include: loudspeaker permits, issued by the San Francisco Police Department, open flame, tent, propane, or pyrotechnics permits, issued by the San Francisco Fire Department, and electrical permits issued by the Department of Building Inspection.

4. **HOURS OF FILMING:** The hours filming is allowed in residential areas are restricted from 10PM to 7AM. Night shoots are permitted during the restricted hours only with the approval of TIDA.

Residents must be notified in writing 72 hours before shooting in a residential neighborhood. Neighborhood notification flyers must include the company, shooting times, and the name, address, and phone number of the company local office or representatives. Notification flyer must be submitted to TIDA prior to distribution.

Hours specified in the Use Permit are the **ONLY** hours Permittee, and/or designated representatives and vendors, can be on the grounds of or in the buildings on Treasure Island. A



production timeline is required for submission to TIDA, including load-in and load-out schedules and a list of vendors that will require access to the location.

**5. CATERING PROVISIONS:** Catering must be provided by a licensed and insured commercial catering company. Alcohol may only be served by a licensed and insured company with the required liquor liability insurance coverage.

**6. ITEMS NOT PERMITTED ON PREMISES:** This list includes, but is not limited to the following: bottled gas in any form, "fog" or "smoke" producing equipment, fireworks of any kind, including sparklers and fire crackers, and guns or weapons of any kind.

**Permittee shall not use tape, staples, tacks, screws, or nails to affix any materials to Treasure Island equipment or property, including, but not limited to, walls, doors, tables, chairs, etc.**

**7. GARBAGE:** Permittee and all vendors are responsible for removal of all trash and debris immediately after use of a location.

**8. SIGNS:** No signs, advertisements, or notices shall be attached to, or placed on, the exterior or interior of the buildings or elsewhere on the Property, without prior written approval of the Treasure Island Development Authority. Such approved signs must be removed at the termination of the designated rental period, or at the request of the Treasure Island Development Authority.

**9. PORTABLE RESTROOMS:** Film and Photo Shoots in outdoor areas and hangars must provide portable restrooms at the ratio of one (1) restroom for each 150 persons in attendance, one in eight of which must meet ADA specifications.

Treasure Island Film/Photo Production Permit  
EXHIBIT F  
San Francisco Police Department Filming Guidelines

**Request for Police Services - Administrative Code Section 10-B**

Any person, corporation, firm or organization desiring additional personnel of the San Francisco Police Department, for law enforcement purposes within the City and County of San Francisco, may request the Chief of the Police Department to provide such personnel to perform such services in the number he/she determines to be necessary to perform the services. The Police Chief may also discontinue, providing of services at any time.

In accordance with the provisions of San Francisco Administrative Code Section 10-B, it is the policy of the Chief of Police to provide, or NOT PROVIDE, police personnel to monitor and assist film production companies while filming in public areas of San Francisco. All film production companies will be required to have police services provided unless it is determined by the Chief of Police or his/her designee that the size and extent of the production does not necessitate police personnel. The Police Chief may also discontinue an already established PLES project at any time.

All requests for police services shall be directed to the Police Law Enforcement Services (PLES) Officer as designated by the Chief of Police. A contact by a representative of the Production Company by phone or in person must be made in a timely manner prior to the start of filming. A written agreement must be completed to finalize the request and constitutes a revocable agreement to the production company from the Police Department to provide such services. Police services shall only be obtained through the PLES Unit.

Rate of billing. Pursuant to San Francisco Administrative Code Section 10-B, the rate of billing for officers assigned shall be at time and one half.

Billing procedures. The Department will follow the billing procedures set forth in Administrative Code Sec. 10B. A deposit for police services will be required in advance. The Police Department representatives will determine the amount of deposit after an evaluation of the estimated police services. The pay period for the San Francisco Police Department is a two-week period, ending every other Friday.

Any billing will be mailed during the latter part of the following week after the end of the pay period. Upon submission of a request for police services by a production company, a representative of said company shall contact the Police Coordinator in a timely manner and furnish the following information:

- Script - if requested
- Filming schedule
- All locations and approximate daily call times
- Detailed description of any stunt, chase scene, special effects, etc.
- Billing information

- Projected posting requirements
- Permits from other City agencies involved in filming

### **Officers**

While detailed pursuant to Administrative Code Section 10-B, the officers' sole employer is the City and County of San Francisco. Officers are to perform police related duties only i.e., traffic control, pedestrian and crowd control. Officers assigned to movie details have two basic objectives; one is to maintain a police presence and protect the City's interest; the other is to assist the Production Company as much as possible, within these guidelines in completing their filming. Officers assigned to details shall take appropriate police action whenever criminal activity is observed or when a citizen requests their assistance.

Police personnel will not be permitted to appear on film as part of the actual production (its commercial intent), without prior approval of the Chief of Police. "Appearance" refers to any activities, no matter how minor, which are filmed and which are under the direction of the production company. Thus, even a shot containing an officer in the background would be an appearance if the officer was directed by the Film company to be where he/she is. Officers appearing in productions shall do so as secondary employment. Secondary employment requests would be submitted and all department regulations in this regard would be applicable. However, Departmental General Orders prohibits the use of Departmental issued equipment during the course of secondary employment without the express consent of the Chief of Police.

Labor Disputes (or demonstrations): The Police Department will not assign officers pursuant to Administrative Code Sec. 10-B to work at the location of an organized labor strike or other demonstration. The Police Department may at its discretion, assign officers to keep the peace as it would at any other event or location.

Officers detailed to movie companies shall not be directed to guard company equipment. They are to perform police related functions only. If equipment or material cannot be moved from an area where it may create a public hazard then an officer shall remain on location.

### **Equipment and Facilities**

Any equipment, i.e., 3-wheel motorcycles, solos, etc., that is used by officers detailed to movie productions, may be billed to the production company accordingly.

Rates for equipment - to be determined, on as needed basis, by the Chief of Police or his/her designee.

Police Department equipment or the interior of police facilities will not be made available to production companies without the approval of the Chief of Police. Arrangements can be made through the Department Coordinator to take still photographs of equipment and facilities so that reproductions can be made.

Patches and decals of the San Francisco Police Department, uniforms, etc., shall not be provided without the approval of the Chief of Police.

Extensive technical advice regarding the San Francisco Police Department will not be provided. Technical assistance may be acquired through secondary employment guidelines.

All stunts, chase scenes, special effects, etc., shall be reviewed for approval by the Authority and Police Department Coordinator

Treasure Island Film/Photo Production Permit  
EXHIBIT G  
Security

Permittee shall provide, at its expense, any and all additional security and police officers required for the event described in Section 15 as determined by the San Francisco Police Department. Permittee shall, at its expense, contract with the San Francisco Fire Department, EMS Division, for the provision of medical support during the hours of operation of the event.

Without limiting the generality of Section 14 regarding compliance with applicable laws, Permittee shall obtain any permits required by the San Francisco Fire Department, (ie. General Assembly, Tent, Open Flame, Propane, etc.), and the San Francisco Police Department and the San Francisco Entertainment Commission, (ie. Loudspeaker, Itinerant Show, etc.) at its expense.

Permittee shall also obtain any permits required by the Department of Building Inspection, (ie. Electrical, etc.) and the Department of Public Health at its expense.

Permittee shall also obtain approval from the San Francisco Police Department for alcohol sales and must obtain a one day liquor license from the California Department of Alcoholic Beverage Control.

Permittee shall furnish copies of all such permits to the Treasure Island Development Authority prior to the event.

Treasure Island Film/Photo Production Permit  
EXHIBIT H  
Treasure Island Rules and Regulations

1. All rules and regulations set out in the Master License shall prevail.
2. No signs, advertisements, or notices shall be attached to, or placed on, the exterior or interior of the Building or elsewhere on the Property, without prior written approval of the Treasure Island Development Authority. Such signs must be removed within 24 hours of vacancy, or the termination of the approved event or activity, or at the request of the Treasure Island Development Authority.
3. Permittee's contractors, while on the Premises or Permittee's parking area, shall be subject to these Rules and Regulations, and will be subject to direction from the Treasure Island Development Authority and its agents, but will not be an agent or contractor of the Treasure Island Development Authority or its agents. Permittee's contractor shall be licensed by the State, insured and bonded at the amount requested by the Treasure Island Development Authority.
4. Permittee shall install and maintain at Permittee's expense, any life safety equipment required by governmental rules, regulations, or laws to be kept on the Premises.
5. All tents should be certified to withstand 70 mph winds and installed according to manufacturer's instructions. All tents and heating devices must comply with the fire and life safety regulations and be inspected and approved by the San Francisco Fire Department Inspector. Staking is only permitted in limited areas. An Excavation Permit must be obtained from the Navy Caretaker Site Office.

Treasure Island Film/Photo Production Permit  
EXHIBIT I  
Public Transportation Information

## MUNI 108 TREASURE ISLAND FROM TREASURE ISLAND TO DOWNTOWN

### Weekdays (frequencies in minutes):

| Service | First              | 7am -<br>9am | 9am -<br>4pm | 4pm -<br>6/7pm | Eve | Last               | Owl |
|---------|--------------------|--------------|--------------|----------------|-----|--------------------|-----|
| 108     | 24 hour<br>service | 15           | 20           | 15             | 20  | 24 hour<br>service | 45  |

### Weekends (frequencies in minutes):

| Service             | First              | 7am - 10am | 10am - 6pm | Eve | Last               | Owl |
|---------------------|--------------------|------------|------------|-----|--------------------|-----|
| <b>Saturday</b> 108 | 24 hour<br>service | 40         | 20         | 45  | 24 hour<br>service | 45  |
| <b>Sunday</b> 108   | 24 hour<br>service | 40         | 20         | 45  | 24 hour<br>service | 45  |

**Inbound:** 13th, Gateview, Ave B, 9th St, Ave H, California Ave, Ave of the Palms, Treasure Island Rd., Bay Bridge, Folsom, Main to 108 island stop drop-off on Main before Howard (Transbay Temporary Terminal).

**Outbound:** From Transbay Temporary Terminal curb stop pick-up on Beale between Howard and Folsom via Beale, Folsom, Essex, Bay Bridge to Treasure Island exit, Treasure Island Rd., Ave of the Palms, California Ave, Ave H, 13th St to Gateview.

**Yerba Buena Island service:** There is currently no MUNI 108 service on Yerba Buena Island. CalTrans operates a public shuttle along Macalla Road on YBI with stops between the Treasure Island Main Gate and the U.S. Coast Guard Main Gate.

**Transbay Temporary Terminal:** The 108 Route downtown terminal is moved to the Transbay Temporary Terminal at Beale and Howard Streets in downtown San Francisco during construction of the new Transbay Terminal. The 108 operates express within the South of Market area, stopping **only** at the Transbay Temporary Terminal.









**AGENDA ITEM 6B**  
**Treasure Island Development Authority**  
**City and County of San Francisco**  
**Meeting of March 22, 2011**

**Subject:** Resolution Retroactively Approving and Authorizing the Execution of Sublease No. 373 with Applied Engineering & Construction Management, Inc., a California corporation for Building 33 F, Treasure Island (*Action Item*)

**Contact:** Richard A. Rovetti, Deputy Director of Real Estate

**Phone:** 415-274-3365

**BACKGROUND**

Applied Engineering & Construction Management, Inc., a California corporation (hereafter referred to as "AECM"), is an engineering and construction management company. AECM is requesting to enter into a month-to-month Sublease commencing retroactively on March 1, 2011 with the Treasure Island Development Authority (hereafter referred to as the "Authority") for approximately 17,655 square feet of space located at the Building 33 F, Former Treasure Island Elementary School, 401 13<sup>th</sup> Street, Treasure Island.

**SUBLEASE TERMS AND CONDITIONS**

The salient terms and conditions of the proposed Sublease include the following:

**Premises:** Approximately 17,655 square feet of space located at the Building 33 F, Former Treasure Island Elementary School, 401 13<sup>th</sup> Street, Treasure Island

**Location:** Building 33F, Treasure Island

**Commencement Date:** March 1, 2011

**Lease Expiration Date:** November 30, 2011

**Lease Term:** Month-to-Month

**Base Rent:** Early Entry:  
Commencing March 1, 2011 and ending April 30, 2011, the Subtenant shall be provided Sixty One (61) days of Early Entry for the sole purpose of installing equipment. During the Early Entry period, Subtenant shall not pay Base Rent but shall be subject to all other terms and conditions set forth in the Sublease.

Commencing May 1, 2011, Monthly Base Rent shall be Four Thousand and Four Hundred Dollars (\$4,400.00) per month or \$.25 per square foot per month.

Use: General office, storage, light manufacturing only and for no other purpose.

Security Deposit: \$8,800.00

#### **PROPOSED MONTHLY BASE RENT**

Under the Authority's Interim Subleasing Policy, the Minimum Rental Rate Schedule sets ranges of minimum sublease rental rates per square foot by type of use and facility for office and industrial space. Authority Staff reviews and analyzes available commercial data including market comparables of properties similarly situated to the Authority properties and evaluates the Authority transactions over the past 12 months to establish fair market value. The Authority Board last approved the Minimum Rental Rate Schedule on December 8, 2010, by Resolution No. 10-47-12/08. Per the Schedule, the minimum monthly rental rate for space at Building 33F is \$.25 PSF. Authority Staff and AECM have negotiated a Sublease with a monthly rental rate of \$.25 per square foot.

Under the Authority's Interim Sublease Policy, Early Entry is set at 30 days for the purpose of preparing for occupancy. AECM is requesting 61 days of early entry commencing retroactively on March 1, 2011 and ending April 30, 2011, to address installation of new floor and wall coverings, and cleaning of the facility. During this early entry period, AECM will not pay Base Rent but shall be subject to all other terms and conditions set forth in the Sublease. Commencing May, 1, 2011, AECM will pay the monthly Base Rent as outlined above.

#### **BUDGET IMPACT**

The new Sublease will provide an increase of approximately \$52,800.00 per year to the Authority's budget.

#### **RECOMMENDATION**

The Authority Staff recommends that the Authority Board of Directors approve the proposed Sublease with Applied Engineering & Construction Management, Inc., a California corporation, and authorize the Director of Island Operations or her designee to execute said Sublease for approximately 17,655 square feet of space located at the Building 33 F, Former Treasure Island Elementary School, 401 13<sup>th</sup> Street, Treasure Island, for a month-to-month term and subject to the additional terms and conditions set forth above.

#### **EXHIBIT**

EXHIBIT A – Sublease between the Treasure Island Development Authority and Applied Engineering & Construction Management, Inc., a California corporation

Prepared by: Richard A. Rovetti, Deputy Director of Real Estate  
For: Mirian Saez, Director of Island Operations

1 [Sublease with Applied Engineering & Construction Management, Inc.]

2 **Resolution Approving and Authorizing the Execution of a Sublease with Applied**  
3 **Engineering & Construction Management, Inc. for Building 33 F, Former Treasure**  
4 **Island Elementary School, 401 13<sup>th</sup> Street, Treasure Island.**

5 WHEREAS, Former Naval Station Treasure Island is a military base located on  
6 Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by  
7 the United States of America, acting by and through the Department of the Navy; and,

8 WHEREAS, The Base was selected for closure and disposition by the Base  
9 Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its  
10 subsequent amendments; and,

11 WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97,  
12 authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit  
13 corporation known as the Treasure Island Development Authority (the "Authority") to act as a  
14 single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and  
15 conversion of the Base for the public interest, convenience, welfare and common benefit of  
16 the inhabitants of the City and County of San Francisco (the "City"); and,

17 WHEREAS, Applied Engineering & Construction Management, Inc., a California  
18 corporation (hereafter referred to as "AECM"), is an engineering and construction  
19 management company; and,

20 WHEREAS, Under the proposed Sublease, AECM is requesting a month-to-month  
21 Sublease for use of Building 33F, located on Treasure Island, with a monthly base rent of  
22 \$4,400.00 or \$.25 per square foot that is consistent with the Authority's Approved Minimum  
23 Rent Schedule for 2010 and 2011; and,  
24  
25

1 WHEREAS, AECM is requesting 61 days of Early Entry commencing retroactively on  
2 March 1, 2011 and ending April 30, 2011, to address tenant improvements consisting of  
3 installation of new floor and wall coverings, and cleaning of the facility; and,

4 WHEREAS, Although the Authority allows a maximum of 30 days Early Entry, given the  
5 amount of improvements needed, Authority Staff believes 61 days is appropriate and  
6 represents fair market value for Building 33F at this time; now, therefore, be it

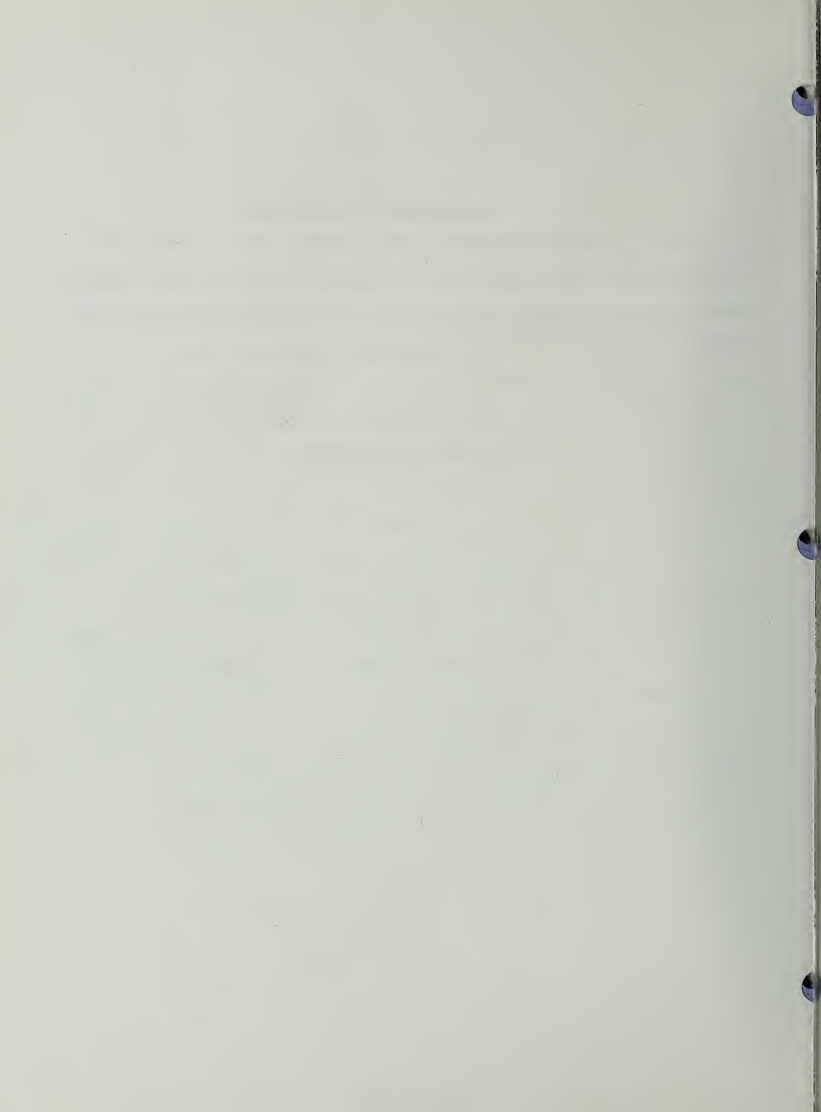
7 RESOLVED, That the Board of Directors hereby approves the Sublease to AECM of  
8 approximately 17,655 square feet of space located at Building 33F, Former Treasure Island  
9 Elementary School, and authorizes the Director of Island Operations or her designee to  
10 execute said Sublease in substantially the form attached hereto as Exhibit A; and be it

11 FURTHER RESOLVED, That the Board of Directors hereby finds that (i) entering into  
12 the Sublease will serve the goals of the Authority and the public interests of the City, and (ii)  
13 the terms and conditions of the Sublease are economically reasonable; and be it

14 FURTHER RESOLVED, That the Board of Directors hereby authorizes the Director of  
15 Island Operations to enter into any additions, amendments or other modifications to the  
16 Sublease that the Director of Island Operations determines in consultation with the City  
17 Attorney are in the best interests of the Authority, that do not materially increase the  
18 obligations or liabilities of the Authority, that do not materially reduce the rights of the  
19 Authority, and are necessary or advisable to complete the preparation and approval of the  
20 Sublease, such determination to be conclusively evidenced by the execution and delivery by  
21 the Director of Island Operations of the documents and any amendments thereto.

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Jean-Paul Samaha, Secretary







**SUBLEASE No. 373**

**between**

**TREASURE ISLAND DEVELOPMENT AUTHORITY**

**as Sublandlord**

**and**

**APPLIED ENGINEERING & CONSTRUCTION MANAGEMENT, INC.**  
**a California corporation**

**as Subtenant**

**For the Sublease of a portion of**

**Building 33 F**  
**the Former Treasure Island Elementary School**  
**located at 401 13<sup>th</sup> Street**

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**Treasure Island Naval Station**  
**San Francisco, California**

**March 1, 2011**

## TREASURE ISLAND SUBLEASE

### Table of Contents

| <u>Section</u>                                          | <u>Page</u> |
|---------------------------------------------------------|-------------|
| 1. BASIC SUBLEASE INFORMATION.....                      | 1           |
| 2. PREMISES .....                                       | 3           |
| 3. COMPLIANCE WITH MASTER LEASE .....                   | 6           |
| 4. TERM.....                                            | 7           |
| 5. RENT .....                                           | 8           |
| 6. TAXES, ASSESSMENTS AND OTHER EXPENSES.....           | 9           |
| 7. USE; COVENANTS TO PROTECT PREMISES.....              | 9           |
| 8. ALTERATIONS .....                                    | 11          |
| 9. REPAIRS AND MAINTENANCE.....                         | 13          |
| 10. LIENS .....                                         | 14          |
| 11. COMPLIANCE WITH LAWS.....                           | 14          |
| 12. ENCUMBRANCES .....                                  | 15          |
| 13. DAMAGE OR DESTRUCTION .....                         | 16          |
| 14. ASSIGNMENT AND SUBLETTING .....                     | 16          |
| 15. DEFAULT; REMEDIES.....                              | 17          |
| 16. RELEASE AND WAIVER OF CLAIMS; INDEMNIFICATION ..... | 18          |
| 17. INSURANCE .....                                     | 21          |
| 18. ACCESS BY SUBLANDLORD .....                         | 23          |
| 19. SURRENDER.....                                      | 24          |
| 20. HAZARDOUS MATERIALS.....                            | 25          |
| 21. GENERAL PROVISIONS.....                             | 27          |
| 22. SPECIAL PROVISIONS .....                            | 31          |

### LIST OF EXHIBITS:

- EXHIBIT A – Master Lease
- EXHIBIT B – Diagram of Premises
- EXHIBIT C – Cover Page of Seismic Report
- EXHIBIT D – Rules and Regulations
- EXHIBIT E – Utilities
- EXHIBIT F – TIHDI Work Force Hiring Plan

## TREASURE ISLAND SUBLEASE

THIS SUBLEASE (the "Sublease"), dated for reference purposes only as of Date March 1, 2011, is by and between the TREASURE ISLAND DEVELOPMENT AUTHORITY, a California public benefit corporation ("Sublandlord"), and APPLIED ENGINEERING & CONSTRUCTION MANAGEMENT, INC., California corporation ("Subtenant"). From time to time, Sublandlord and Subtenant together shall be referred to herein as the "Parties".

This Sublease is made with reference to the following facts and circumstances:

A. The United States of America, acting by and through the Department of Navy ("Master Landlord") and Sublandlord entered into a lease dated November 19, 1998, as amended from time to time (the "Master Lease"), a copy of which is attached hereto as Exhibit A. Under the Master Lease, the Master Landlord leased to Sublandlord certain real property located on Treasure Island Naval Station (the "Property"), as more particularly described in the Master Lease.

B. Subtenant desires to sublet from Sublandlord, and Sublandlord is willing to sublet to Subtenant, a portion of the Property on the terms and conditions contained in this Sublease.  
be subject to this Sublease from and after the Commencement Date.

NOW THEREFORE, Sublandlord and Subtenant hereby agree as follows:

### **1. BASIC SUBLEASE INFORMATION**

The following is a summary of basic sublease information (the "Basic Sublease Information"). Each item below shall be deemed to incorporate all of the terms of this Sublease pertaining to such item. In the event of any conflict between the information in this Section and any more specific provision of this Sublease, the more specific provision shall control.

Sublease Reference Date: March 1, 2011

Sublandlord: TREASURE ISLAND DEVELOPMENT  
AUTHORITY, a California public benefit  
corporation

Subtenant: APPLIED ENGINEERING &  
CONSTRUCTION MANAGEMENT, INC.,  
California corporation

Subleased Premises (Section 2.1):

Approximately Seventeen Thousand Six Hundred and Fifty Five (17,655) square feet of space located at the Building 33 F, Former Treasure Island Elementary School, 401 13<sup>th</sup> Street, Treasure Island, San Francisco, California, all as more particularly shown on Exhibit B attached hereto and made a part hereof.

Facility:

Building 33 F

Term: (Section 4.1):

Commencement date: March 1, 2011

Expiration date: November 30, 2011

Notwithstanding anything in this Sublease to the contrary, either Sublandlord or Subtenant, in its sole discretion, may terminate this Sublease for any reason upon delivery of not less than thirty (30) days' prior written notice to the other party.

Base Rent (Section 5.1):

Early Entry:

Commencing March 1, 2011 and ending April 30, 2011, the Subtenant shall be provided Sixty One (61) days of Early Entry for the sole purpose of installing equipment. During the Early Entry period, Subtenant shall not pay Base Rent but shall be subject to all other terms and conditions set forth in the Sublease. Commencing May 1, 2011, Monthly Base Rent shall be Four Thousand and Four Hundred Dollars (\$4,400.00) per month or \$.25 per square foot per month.

Rent Adjustment Date(s) (Section 5.2):

Not applicable

Rent Increase Percentage (Section 5.2):

Not applicable

Use (Section 7.1):

General office, storage, light manufacturing only and for no other purpose.

Repair Amount (Section 13.1):

Ten Thousand Dollars (\$10,000)

Security Deposit (Section 19.3):

Eight Thousand and Eight Hundred Dollars  
(\$8,800.00)

Notice Address of Sublandlord (Section 21.1):

Treasure Island Development Authority  
Treasure Island Project Office  
One Avenue of Palms  
Building 1, 2nd Floor  
Treasure Island  
San Francisco, CA 94130  
Attn: Mirian Saez  
Director of Island Operations  
Fax No.: 415-274-0299

with a copy to:

Office of the City Attorney  
City Hall, Room 234  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102  
Attn: Eileen M. Malley  
Fax No.: (415) 554-4755

Notice Address of Subtenant (Section 21.1):

APPLIED ENGINEERING &  
CONSTRUCTION MANAGEMENT, INC.,  
1508 Yosemite Avenue  
San Francisco, CA 94124

Attn: Katherine Rose Ganim

Telephone No. (415) 525-7996  
Fax No. (415) 226-0663  
Email. [kate@aecminc.com](mailto:kate@aecminc.com)

Notice Address of Master Landlord (Section 21.1):

Department of The Navy  
Base Realignment and Closure  
Program Management Office West  
1455 Frazee Road, Suite 900  
San Diego, CA 92108-4310  
Fax #: (619) 532-9858

## **2. PREMISES**

**2.1. Subleased Premises.** Subject to the terms, covenants and conditions of this Sublease, Sublandlord subleases to Subtenant the Premises. Subtenant shall have the non-exclusive right

to use, together with other subtenants in the Facility, the lobbies, corridors, elevators, stairways and other public areas of the Facility and the Property (collectively, the "Common Areas"), and the non-exclusive right of access to and from the Premises by the main entrances to the Facility and the Property.

In the event Subtenant uses or occupies space outside the Premises without the prior written consent of Sublandlord (the "Encroachment Area"), then upon written notice from Sublandlord ("Notice to Vacate"), Subtenant shall immediately vacate such Encroachment Area and pay as additional rent for each day Subtenant used, occupied, uses or occupies such Encroachment Area, an amount equal to the rentable square footage of the Encroachment Area, multiplied by the higher of the (a) highest rental rate then approved by Sublandlord's Board of Directors for the Premises or the Facility, or (b) then current fair market rent for such Encroachment Area, as reasonably determined by Sublandlord (the "Encroachment Area Charge"). If Subtenant uses or occupies such Encroachment Area for a fractional month, then the Encroachment Area Charge for such period shall be prorated based on a thirty (30) day month. In no event shall acceptance by Sublandlord of the Encroachment Area Charge be deemed a consent by Sublandlord to the use or occupancy of the Encroachment Area by Subtenant or a waiver (or be deemed as waiver) by Sublandlord of any and all other rights and remedies of Sublandlord under this Sublease (including Subtenant's obligation to indemnify, defend and hold Sublandlord harmless as set forth in the last paragraph of this Section 2.1), at law or in equity.

In addition to the foregoing amount, Subtenant shall pay to Sublandlord, as additional rent, an amount equaling Two Hundred Dollars (\$200.00) upon delivery of the initial Notice to Vacate plus the actual cost associated with a survey of the Encroachment Area. In the event Sublandlord determines during subsequent inspection(s) that Subtenant has failed to vacate the Encroachment Area, then Subtenant shall pay to Sublandlord, as additional rent, an amount equaling Three Hundred Dollars (\$300.00) for each additional Notice to Vacate, if applicable, delivered by Sublandlord to Subtenant following each inspection. The parties agree that the charges associated with each inspection of the Encroachment Area, delivery of each Notice to Vacate and survey of the Encroachment Area represent a fair and reasonable estimate of the administrative cost and expense which Sublandlord will incur by reason of Sublandlord's inspection of the Premises, issuance of each Notice to Vacate and survey of the Encroachment Area. Subtenant's failure to comply with the applicable Notice to Vacate and Sublandlord's right to impose the foregoing charges shall be in addition to and not in lieu of any and all other rights and remedies of Sublandlord under this Sublease, at law or in equity. The amounts set forth in this Section 2.1 shall be due within three (3) business days following the applicable Notice to Vacate and/or separate invoice relating to the actual cost associated with a survey of the Encroachment Area.

In addition to the rights and remedies of Sublandlord as set forth in the immediately foregoing two paragraphs of this Section 2.1, the terms and conditions of the indemnity and exculpation provision set forth in Section 16 below shall also apply to Subtenant's use and occupancy of the Encroachment Area as if the Premises originally included the Encroachment

Area, and Subtenant shall additionally indemnify, defend and hold Sublandlord harmless from and against any and all loss or liability resulting from delay by Subtenant in so surrendering the Encroachment Area including, without limitation, any loss or liability resulting from any claims against Sublandlord made by any tenant or prospective tenant founded on or resulting from such delay and losses to Sublandlord due to lost opportunities to lease any portion of the Encroachment Area to any such tenant or prospective tenant, together with, in each case, actual attorneys' fees and costs.

By placing their initials below, each party specifically confirms the accuracy of the statements made in this Section 2.1 and the reasonableness of the amount of the charges described in this Section 2.1.

Initials: \_\_\_\_\_ Sublandlord \_\_\_\_\_ Subtenant

## **2.2. As Is Condition of Premises.**

(a) **Inspection of Premises.** Subtenant represents and warrants that Subtenant has conducted a thorough and diligent inspection and investigation, either independently or through its officers, directors, employees, agents, affiliates, subsidiaries, licensees and contractors, and their respective heirs, legal representatives, successors and assigns, and each of them ("Subtenant's Agents"), of the Premises and the suitability of the Premises for Subtenant's intended use. Subtenant is fully aware of the needs of its operations and has determined, based solely on its own investigation, that the Premises are suitable for its operations and intended uses. As part of its inspection of the Premises, Subtenant acknowledges its receipt and review of the Seismic Report referenced in Section 2.2(c) below and the Joint Inspection Report referenced in Section 6 of the Master Lease.

(b) **As Is; Disclaimer of Representations.** Subtenant acknowledges and agrees that the Premises are being subleased and accepted in their "AS IS, WITH ALL FAULTS" condition, without representation or warranty of any kind, and subject to all applicable laws, statutes, ordinances, resolutions, regulations, proclamations, orders or decrees of any municipal, county, state or federal government or other governmental or regulatory authority with jurisdiction over the Premises, or any portion thereof, whether currently in effect or adopted in the future and whether or not in the contemplation of the Parties, including without limitation the orders and citations of any regulatory authority with jurisdiction over life and safety issues concerning the Premises governing the use, occupancy, management, operation and possession of the Premises ("Laws"). Without limiting the foregoing, this Sublease is made subject to any and all covenants, conditions, restrictions, easements and other title matters affecting the Premises, or any portion thereof, whether or not of record. Subtenant acknowledges and agrees that neither Sublandlord, the City and County of San Francisco ("City"), nor any of their respective officers, directors, employees, agents, affiliates, subsidiaries, licensees or contractors, or their respective heirs, legal representatives, successors and assigns ("Sublandlord's Agents") have made, and Sublandlord hereby disclaims, any representations or warranties, express or implied, concerning (i) title or



survey matters affecting the Premises, (ii) the physical, geological, seismological or environmental condition of the Premises, including, without limitation, the matters described in the Seismic Report (as defined below), (iii) the quality, nature or adequacy of any utilities serving the Premises, (iv) the feasibility, cost or legality of constructing any Alterations on the Premises if required for Subtenant's use and permitted under this Sublease, (v) the safety of the Premises, whether for the use by Subtenant or any other person, including Subtenant's Agents or Subtenant's clients, customers, vendors, invitees, guests, members, licensees, assignees or subtenants ("Subtenant's Invitees"), or (vi) any other matter whatsoever relating to the Premises or their use, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose.

(c) **Seismic Report.** Without limiting Section 2.2(b) above, Subtenant expressly acknowledges for itself and Subtenant's Agents that it received and read that certain report dated August 1995, entitled "*Treasure Island Reuse Plan: Physical Characteristics, Building and Infrastructure Conditions*," prepared for the Office of Military Base Conversion, Department of City Planning, and the Redevelopment Agency of the City and County of San Francisco (the "Seismic Report"), a copy of the cover page of which is attached hereto as Exhibit C. Subtenant has had an adequate opportunity to review the Seismic Report with expert consultants of its own choosing. The Seismic Report, among other matters, describes the conditions of the soils of the Property and points out that in the area of the Property where the Premises are located, an earthquake of magnitude 7 or greater is likely to cause the ground under and around the Premises to spread laterally to a distance of ten (10) or more feet and/or result in other risks. In that event, there is a significant risk that any structures or improvements located on or about the Premises, may fail structurally and collapse.

### **3. COMPLIANCE WITH MASTER LEASE**

**3.1. Incorporation by Reference.** All of the terms and conditions of the Master Lease are hereby incorporated by reference into this Sublease as if fully set forth herein.

**3.2. Performance of Master Landlord's Obligations.** Sublandlord does not assume the obligations of Master Landlord under the Master Lease. With respect to work, services, repairs, restoration, the provision of utilities or HVAC services, or the performance of any other obligations required of Master Landlord under the Master Lease, Sublandlord's sole obligation with respect thereto shall be to request the same, on request in writing by Subtenant, and to use reasonable efforts to obtain the same from Master Landlord. Subtenant shall cooperate with Sublandlord as may be required to obtain from Master Landlord any such work, services, repairs, repainting, restoration, the provision of utilities or HVAC services, or the performance of any of Master Landlord's obligations under the Master Lease.

**3.3. Conflict.** If any of the provisions of this Sublease conflict with any portion of the Master Lease as incorporated herein, then the terms of the Master Lease shall govern.



3.4. **Compliance with Master Lease.** Subtenant shall not do or permit to be done anything which would constitute a violation or a breach of any of the terms, conditions or provisions of the Master Lease or which would cause the Master Lease to be terminated or forfeited by virtue of any rights of termination reserved by or vested in the Master Landlord.

#### 4. **TERM**

4.1. **Term of Sublease.** The term of this Sublease (the "Term") shall commence on the Commencement Date set forth in the Basic Sublease Information, and expire on the Expiration Date set forth in the Basic Sublease Information, unless sooner terminated pursuant to the terms of this Sublease.

4.2. **Effective Date.** This Sublease shall become effective on the date (the "Effective Date") upon the later of (i) the Parties' execution and delivery of this Sublease, (ii) Sublandlord's Board of Director's approval of this Sublease at a duly noticed meeting, if such approval is required, or (iii) the Commencement Date.

4.3. **Automatic Termination.** If the Master Lease terminates in whole or in part affecting these Premises for any reason whatsoever, this Sublease shall automatically terminate and the Parties shall thereafter be relieved from all liabilities and obligations under this Sublease, except for liabilities and obligations which expressly survive termination of this Sublease. Subtenant acknowledges and agrees that it has reviewed the Master Lease, is aware of the circumstances upon which the Master Lease may be terminated and hereby assumes all risks associated with the automatic termination of this Sublease because of the termination of the Master Lease.

4.4. **Termination.** As set forth in the Basic Sublease Information (Term), either Sublandlord or Subtenant, each in their sole discretion, may terminate this Sublease for any reason without liability or expense upon delivery of not less than thirty (30) days' prior written notice to the other party. Subtenant agrees and shall be required to surrender possession of the Premises by the end of such thirty (30) day period.

4.5. **No Relocation Assistance; Waiver of Claims.** Subtenant acknowledges that Subtenant has previously been informed that the Property subject to this Sublease is part of an area that is proposed for redevelopment and that this Sublease may be terminated by Sublandlord or Subtenant may be required to move from the Property to accommodate the redevelopment project. Subtenant acknowledges that, if this Sublease is terminated or Subtenant is asked to move, it will not be a displaced person as that term is defined under the California Government Code Section 7260 et seq. ("California Relocation Act") and the Uniform Relocation Assistance and Real Property Policies Act, 42 U.S. C. 4601 et seq. ("URA"), and that Subtenant will not be entitled to any relocation benefits provided under the California Relocation Act and the URA, including any moving expenses, reimbursement for costs associated with increased rent, loss of goodwill or other costs related to the termination of Subtenant's Lease and Subtenant's relocation

from the Premises. Subtenant fully RELEASES, WAIVES AND DISCHARGES forever any and all claims against, and covenants not to sue, Sublandlord, its departments, commissions, officers, directors and employees, agents, contractors and successors and assigns and all persons acting by, through or under each of them, under any laws, including, without limitation, any and all claims for relocation benefits or assistance from Sublandlord under federal and state relocation assistance laws (including, but not limited to, California Government Code Section 7260, et seq., and the Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. 4601, et seq.).

Initials: \_\_\_\_\_ Subtenant

## 5. RENT

**5.1. Base Rent.** Throughout the Term, beginning on the Commencement Date, Subtenant shall pay to Sublandlord Base Rent in the amount set forth in the Basic Sublease Information. Base Rent shall be paid to Sublandlord without prior demand and without any deduction, setoff, or counterclaim whatsoever. Base Rent shall be payable on or before the first day of each month, in advance, at the Notice Address of Sublandlord provided in Section 21.1 hereof or such other place as Sublandlord may designate in writing. If the Commencement Date occurs on a date other than the first day of a calendar month, or the Sublease terminates on a day other than the last day of a calendar month, then the monthly payment of Base Rent for such fractional month shall be prorated based on a thirty (30) day month.

**5.2. Adjustments in Base Rent.** If this Sublease has not been terminated, then on each Rent Adjustment Date set forth in the Basic Sublease Information, the Base Rent shall be increased by the Rent Increase Percentage set forth in the Basic Lease Information.

**5.3. Additional Charges.** In addition to Base Rent, Subtenant shall pay all other charges related to the Premises otherwise payable by Subtenant to Sublandlord hereunder, including, without limitation, all late charges and default interest attributable to late payments and/or defaults of Subtenant hereunder, all utility charges, and any amounts other than Base Rent that shall become due and payable by Subtenant under this Sublease (together, the "Additional Charges"). Together, Base Rent and Additional Charges shall hereinafter be referred to as the "Rent".

**5.4. Late Charge.** If Subtenant fails to pay any Rent within ten (10) days after the date the same is due and payable, such unpaid amount will be subject to a late payment charge equal to six percent (6%) of the unpaid amount in each instance. The late payment charge has been agreed upon by Sublandlord and Subtenant, after negotiation, as a reasonable estimate of the additional administrative costs and detriment that Sublandlord will incur as a result of any such failure by Subtenant, the actual costs thereof being extremely difficult if not impossible to determine. The late payment charge constitutes liquidated damages to compensate Sublandlord for its damages resulting from such failure to pay and Subtenant shall promptly pay such charge

to Sublandlord together with such unpaid amount.

**5.5. Default Interest.** If any Rent is not paid within ten (10) days following the due date, such unpaid amount shall bear interest from the due date until paid at the rate of ten percent (10%) per year. However, interest shall not be payable on late charges incurred by Subtenant nor on any amounts on which late charges are paid by Subtenant to the extent this interest would cause the total interest to be in excess of that which an individual is lawfully permitted to charge. Payment of interest shall not excuse or cure any default by Subtenant.

## **6. TAXES, ASSESSMENTS AND OTHER EXPENSES**

### **6.1. Taxes and Assessments, Licenses, Permit Fees and Liens.**

(a) **Payment Responsibility.** Subtenant shall pay any and all real and personal property taxes, including, but not limited to, possessory interest taxes, general and special assessments, excises, licenses, permit fees and other charges and impositions of every description levied on or assessed against the Premises, any Alterations, Subtenant's Personal Property, or Subtenant's use of the Premises or any Alterations during the Term. Subtenant shall make all such payments directly to the charging authority when due and payable and at least ten (10) days prior to delinquency. However, with respect to real property taxes and assessments levied on or assessed against the Premises for which Sublandlord receives the tax bill directly from the taxing authority, Subtenant shall reimburse Sublandlord for payment of such sums immediately upon demand.

(b) **Taxability of Possessory Interest.** Without limiting the foregoing, Subtenant recognizes and agrees that this Sublease may create a possessory interest subject to property taxation and that Subtenant may be subject to the payment of property taxes levied on such interest.

(c) **No Liens.** Subtenant shall not allow or suffer a lien for any taxes payable by Subtenant hereunder to be imposed upon the Premises or upon any equipment or other property located thereon without discharging the same as soon as practicable, and in no event subsequent to delinquency.

(d) **Reporting Information.** Subtenant agrees to provide such information as Sublandlord may request to enable Sublandlord to comply with any possessory interest tax reporting requirements applicable to this Sublease.

**6.2. Evidence of Payment.** Subtenant shall, upon Sublandlord's request, furnish to Sublandlord within ten (10) days after the date when any charges are due and payable, official receipts of the appropriate taxing authority or other evidence reasonably satisfactory to Sublandlord, evidencing payment thereof.

## **7. USE; COVENANTS TO PROTECT PREMISES**

**7.1. Subtenant's Permitted Use.** Subtenant may use the Premises for the Permitted Use set forth in the Basic Sublease Information, but for no other purpose without the prior written consent of Sublandlord, which consent may be given or withheld in Sublandlord's sole and absolute discretion.

**7.2. Subtenant's Access to the Premises.** As provided in Section 30 of the Master Lease, Subtenant shall have access to the Premises on a 24-hours per day, seven days a week basis; provided, however, Subtenant shall coordinate such access with the local representative of Master Landlord.

**7.3. Rules and Regulations.** Subtenant agrees to adhere to all rules and regulations regarding the Premises attached hereto as Exhibit D, and any additional rules regarding security, ingress, egress, safety and sanitation applicable to the Premises or the Property, as such rules and regulations may be prescribed by Master Landlord or Sublandlord from time to time.

**7.4. Easements.** This Sublease shall be subject to all outstanding easements and rights-of-way for location of any type of facility over, across, in, and upon the Premises or any portion thereof, and to the right of Master Landlord to grant such additional easements and rights-of-way over, across, in and upon the Premises as Master Landlord shall determine to be in the public interest ("Additional Easements"); provided that, as provided in Section 29 of the Master Lease, Master Landlord shall use its best efforts to minimize any interference with Subtenant's operations hereunder caused by the granting of any such Additional Easements and the granting of such Additional Easements shall be conditioned on the assumption by the grantee thereof of liability to Subtenant for such damages as Subtenant shall suffer for property destroyed or property rendered unusable on account of the grantee's exercise of its rights thereunder. There is hereby reserved to the holders of such Additional Easements as are presently outstanding or which may hereafter be granted, to any workers officially engaged in the construction, installation, maintenance, operation, repair or replacement of facilities located thereon, and to any federal, state or local official engaged in the official inspection thereof, such reasonable rights of ingress and egress over the Premises as shall be necessary for the performance of their duties with regard to such facilities.

**7.5. No Interference with Navy Operations.** Subtenant shall not conduct operations, nor make any Alterations (as defined below), that would interfere with or otherwise restrict Master Landlord's operations or environmental clean-up or restoration actions by the Master Landlord, Sublandlord, the Environmental Protection Agency, the State of California or their contractors. Environmental clean-up, restoration or testing activities by these Parties shall take priority over Subtenant's use of the Premises in the event of any conflict; provided, however, in such event, Master Landlord and Sublandlord shall use their best efforts to minimize any disruption of Subtenant's operation.

**7.6. No Unlawful Uses, Nuisances or Waste.** Without limiting the foregoing, Subtenant

shall not use, occupy or permit the use or occupancy of any of the Premises in any unlawful manner or for any illegal purpose, or permit any offensive, noisy or hazardous use or any waste on or about the Premises. Subtenant shall eliminate any nuisances or hazards relating to its activities on or about the Premises. Subtenant shall not conduct any business, place any sales display, or advertise in any manner in areas on or about the Property outside of the Premises.

## **8. ALTERATIONS**

**8.1. Alterations.** Subtenant shall not construct, install, make or permit to be made any alterations, installations or additions ("Alterations") in, to or about the Premises, without Sublandlord's prior written consent in each instance, which consent may given or withheld in Sublandlord's sole and absolute discretion. Subject to Sublandlord's consent as provided above, any Alterations shall be done at Subtenant's sole expense (i) in strict accordance with plans and specifications approved in advance by Sublandlord in writing, (ii) by duly licensed and bonded contractors or mechanics approved by Sublandlord, (iii) in a good and professional manner, (iv) in strict compliance with all Laws, and (v) subject to all other conditions that Sublandlord may reasonably impose. In no event shall the construction, installation or the making of any Alterations impair the use or operation of the Property, or any portion thereof, or Sublandlord's or Master Landlord's access thereto. Prior to the commencement of any work on the Premises to construct any Alterations, Subtenant, at its sole expense, shall procure all required permits and approvals and shall promptly upon receipt deliver copies of all such documents to Sublandlord. No material change from the plans and specifications for any Alterations approved by Sublandlord may be made without Sublandlord's prior consent. Sublandlord and Sublandlord's Agents shall have the right to inspect the course of construction on the Premises at all times.

**(a) Asbestos-Containing Materials.** Without limiting Section 25.2 (No Hazardous Materials) below, in the event that asbestos-containing materials ("ACM") are determined to exist in or about the Premises, Subtenant shall ensure that all Alterations and any asbestos related work, as defined in California Health & Safety Code Section 25914.1(b), is performed in compliance with all laws relating to asbestos, including but not limited to California Occupational Safety and Health (OSHA) regulations found in Title 8 of the California Code of Regulations, Sections 1502 and 1529. Additionally, Subtenant shall distribute notifications to all employees and contractors as required pursuant to California Health & Safety Code Section 25915 et seq. informing them of the existence of ACM and that moving, drilling, boring, or otherwise disturbing ACM may present a health risk and should not be attempted by an unqualified employee. No Alterations affecting ACM-containing areas or any asbestos related work shall be performed without Sublandlord's prior written consent in each instance.

**(b) Subtenant's Improvements or Alterations that Disturb or Remove Lead Based Paint.** Subtenant shall comply with all requirements of the San Francisco Building Code, Section 3407, and all other applicable present or future federal, state, local and administrative laws, rules, regulations, orders and other governmental requirements, the requirements of any board of fire underwriters or other similar body, any directive or occupancy certificate issued



pursuant to any law by any public officer or officers acting in their regulatory capacity (collectively, "Laws"), including, without limitation, the California and United States Occupational Health and Safety Acts and their implementing regulations, when the work of improvement or alteration disturbs or removes exterior lead-based or "presumed" lead-based paint (as defined below). Subtenant shall give to Sublandlord three (3) business days prior written notice of any disturbance or removal of exterior lead-based or presumed lead-based paint. Further, Subtenant, when disturbing or removing exterior lead-based or presumed lead-based paint, shall not use or cause to be used any of the following methods: (a) acetylene or propane burning and torching; (b) scraping, sanding or grinding without containment barriers or a High Efficiency Particulate Air filter ("HEPA") local vacuum exhaust tool; (c) hydroblasting or high pressure wash without containment barriers; (d) abrasive blasting or sandblasting without containment barriers or a HEPA vacuum exhaust tool; and (e) heat guns operating above 1,100 degrees Fahrenheit. Paint on the exterior of buildings built before December 31, 1978, is presumed to be lead-based paint unless lead-based paint testing, as defined in Section 3407 of the San Francisco Building Code, demonstrates an absence of lead-based paint on the exterior surfaces of such buildings. Under this Section, lead based paint is "disturbed or removed" if the work of improvement or alteration involves any action that creates friction, pressure, heat or a chemical reaction upon any lead-based or presumed lead-based paint on an exterior surface so as to abrade, loosen, penetrate, cut through or eliminate paint from that surface. Notice to Sublandlord under this sublease shall not constitute notice to the City's Department of Building Inspection required under Section 3407 of the San Francisco Building Code.

**8.2. Historic Properties.** Without limiting the generality of the foregoing, Subtenant acknowledges and agrees that, pursuant to Section 15 of the Master Lease, no Alterations may be made to any improvements on the Premises (i) which will affect the historic characteristics of the improvements or modify the appearance of the exterior of the improvements without Master Landlord's and Sublandlord's prior written consent, or (ii) if such Alterations would preclude qualifying the improvements for inclusion on the National Register for Historic Places.

**8.3. Ownership of Alterations.** Any Alterations constructed on or affixed to the Premises by or on behalf of Subtenant pursuant to the terms and limitations of this Section 8 shall be and remain Subtenant's property during the Term. Upon the termination of this Sublease, Subtenant shall remove all such Alterations from the Premises in accordance with the provisions of Section 19 hereof, unless Sublandlord, at its sole option and without limiting any of the provisions of Section 8.1 above, requires that such Alterations remain on the Premises following the expiration or termination of this Sublease.

**8.4. Subtenant's Personal Property.** All furniture, furnishings and articles of movable personal property and equipment used upon or installed in the Premises by or for the account of Subtenant that can be removed without structural or other material damage to the Premises (all of which are herein called "Subtenant's Personal Property") shall be and remain the property of Subtenant and shall be removed by Subtenant, subject to the provisions of Section 19 hereof. Subtenant shall be solely responsible for providing any security or other protection of or

maintenance to Subtenant's Personal Property.

**8.5. Sublandlord's Alterations.** Sublandlord reserves the right at any time to make alterations, additions, repairs, deletions or improvements to the common areas or any other part of the improvements on the Premises; provided, that any such alterations or additions shall not materially adversely affect the functional utilization of the Premises for the purposes stated herein.

## **9. REPAIRS AND MAINTENANCE**

**9.1. Subtenant Responsible for Maintenance and Repair.** Subtenant assumes full and sole responsibility for the condition, operation, repair and maintenance and management of the Premises from and after the Commencement Date and shall keep the Premises in good condition and repair. Sublandlord shall not be responsible for the performance of any repairs, changes or alterations to the Premises, nor shall Sublandlord be liable for any portion of the cost thereof. Subtenant shall make all repairs and replacements, interior and exterior, structural as well as non-structural, ordinary as well as extraordinary, foreseen and unforeseen, which may be necessary to maintain the Premises at all times in a clean, safe, attractive and sanitary condition and in good order and repair, to Sublandlord's and Master Landlord's reasonable satisfaction, provided, however, that neither Subtenant nor Sublandlord shall be required to make structural repairs or Alterations to correct conditions affecting the Premises existing prior to the Commencement Date. If any portion of the Premises is damaged by any activities conducted by Subtenant or Subtenant's Agents or Subtenant's Invitees hereunder, Subtenant shall immediately, at its sole cost, repair all such damage and restore the Premises to its previous condition.

**9.2. Utilities.** Sublandlord shall provide the basic utilities and services described in the attached Exhibit E (the "Standard Utilities and Services") to the Premises, subject to the terms and conditions contained therein. Subtenant shall be responsible for furnishing, at its sole cost, any utilities or services other than or in excess of the Standard Utilities and Services that Subtenant may need for its use of the Premises. Subtenant shall pay, without set off or counterclaim, all amounts due and owing for such Standard Utilities and Services at the rates provided in and as otherwise set forth in Exhibit E.

**9.3. Landscaping.** Subtenant shall maintain the exterior landscaping of the Premises in good condition and repair.

**9.4. Janitorial Services.** Subtenant shall provide all janitorial services for the Premises.

**9.5. Pest Control.** Subtenant shall provide and pay for all pest control services required within the Premises, and shall keep the Premises free of all pests at all times.

**9.6. Trash.** Subtenant shall deposit all trash into designated containers in the Premises in compliance with the Rules and Regulations attached hereto as Exhibit D. Subtenant shall pay for

the removal of trash from the designated containers. Subtenant shall abide by all rules established by Sublandlord or Master Landlord for the handling of trash.

**9.7. No Right to Repair and Deduct.** Subtenant expressly waives the benefit of any existing or future Laws or judicial or administrative decision that would otherwise permit Subtenant to make repairs or replacements at Sublandlord's expense, or to terminate this Sublease because of Sublandlord's failure to keep the Premises or any part thereof in good order, condition or repair, or to abate or reduce any of Subtenant's obligations hereunder on account of the Premises or any part thereof being in need of repair or replacement. Without limiting the foregoing, Subtenant expressly waives the provisions of California Civil Code Sections 1932, 1941 and 1942 or any similar Laws with respect to any right of Subtenant to terminate this Sublease and with respect to any obligations of Sublandlord hereunder or any right of Subtenant to make repairs or replacements and deduct the cost thereof from Rent.

## **10. LIENS**

**10.1. Liens.** Subtenant shall keep the Premises free from any liens arising out of any work performed, material furnished or obligations incurred by or for Subtenant. In the event Subtenant does not, within five (5) days following the imposition of any such lien, cause the lien to be released of record by payment or posting of a proper bond, Sublandlord shall have in addition to all other remedies provided herein and by law or equity the right, but not the obligation, to cause the same to be released by such means as it shall deem proper, including, but not limited to, payment of the claim giving rise to such lien. All such sums paid by Sublandlord and all expenses it incurs in connection therewith (including, without limitation, reasonable attorneys' fees) shall be payable to Sublandlord by Subtenant upon demand. Sublandlord shall have the right at all times to post and keep posted on the Premises any notices permitted or required by law or that Sublandlord deems proper for its protection and protection of the Premises from mechanics' and materialmen's liens. Subtenant shall give Sublandlord at least fifteen (15) days' prior written notice of the commencement of any repair or construction on any of the Premises.

## **11. COMPLIANCE WITH LAWS**

**11.1. Compliance with Laws.** Subtenant shall promptly, at its sole expense, maintain the Premises and Subtenant's use and operations thereon in strict compliance at all times with all present and future Laws, whether foreseen or unforeseen, ordinary as well as extraordinary; provided, however Subtenant shall not be required to make repairs or structural changes to the Premises required solely to correct conditions affecting the Premises existing prior to the Commencement Date or not related to Subtenant's use of the Premises, unless the requirement for such changes is imposed as a result of any Alterations made or requested to be made by Subtenant. Such Laws shall include, without limitation, all Laws relating to health and safety and disabled accessibility including, without limitation, the Americans with Disabilities Act, 42 U.S.C. §§ 12101 et seq. and Title 24 of the California Code of Regulations, all present and future Environmental Laws (as defined in this Sublease below), and all applicable provisions of the San



Francisco Environment Code. No occurrence or situation arising during the Term, nor any present or future Law, whether foreseen or unforeseen, and however extraordinary, shall give Subtenant any right to seek redress against Sublandlord for failing to comply with any Laws. Subtenant waives any rights now or hereafter conferred upon it by any existing or future Law to compel Sublandlord to make any repairs to comply with any such Laws, on account of any such occurrence or situation.

#### **11.2. Regulatory Approvals; Responsible Party.**

Subtenant understands and agrees that Subtenant's use of the Premises and construction of any Alterations permitted hereunder may require authorizations, approvals or permits from governmental regulatory agencies with jurisdiction over the Premises. Subtenant shall be solely responsible for obtaining any and all such regulatory approvals, including without limitation, any liquor permits or approvals. Subtenant shall not seek any regulatory approval without first obtaining the written consent of Sublandlord. Subtenant shall bear all costs associated with applying for, obtaining and maintaining any necessary or appropriate regulatory approval and shall be solely responsible for satisfying any and all conditions imposed by regulatory agencies as part of a regulatory approval. Any fines or penalties levied as a result of Subtenant's failure to comply with the terms and conditions of any regulatory approval shall be immediately paid and discharged by Subtenant, and Sublandlord shall have no liability, monetary or otherwise, for any such fines or penalties. Subtenant shall indemnify, protect, defend and hold harmless forever ("Indemnify") Sublandlord, City and Master Landlord, including, but not limited to, all of their respective officers, directors, employees, agents, affiliates, subsidiaries, licensees, contractors, boards, commissions, departments, agencies and other subdivisions and each of the persons acting by, through or under each of them, and their respective heirs, legal representatives, successors and assigns, and each of them (the "Indemnified Parties"), against any and all claims, demands, losses, liabilities, damages, liens, injuries, penalties, fines, lawsuits and other proceedings, judgments and awards and costs and expenses, including, without limitation, reasonable attorneys' and consultants' fees and costs ("Losses") arising in connection with Subtenant's failure to obtain or comply with the terms and conditions of any regulatory approval.

**11.3. Compliance with Sublandlord's Risk Management Requirements.** Subtenant shall not do anything, or permit anything to be done, in or about the Premises or to any Alterations permitted hereunder that would create any unusual fire risk, and shall take commercially reasonable steps to protect Sublandlord from any potential premises liability. Subtenant shall faithfully observe, at its expense, any and all reasonable requirements of Sublandlord's Risk Manager with respect thereto and with the requirements of any policies of commercial general liability, all risk property or other policies of insurance at any time in force with respect to the Premises and any Alterations as required hereunder.

#### **12. ENCUMBRANCES**

Notwithstanding anything to the contrary contained in this Sublease, Subtenant shall not under

any circumstances whatsoever create any mortgage, deed of trust, assignment of rents, fixture filing, security agreement, or similar security instrument, or other lien or encumbrance or assignment or pledge of an asset as security in any manner against the Premises or Sublandlord's or Subtenant's interest under this Sublease.

### **13. DAMAGE OR DESTRUCTION**

**13.1. Damage or Destruction to the Premises.** In the case of damage to or destruction of the Premises by earthquake, fire, flood or any other casualty, which (i) is not caused by Subtenant or Subtenant's Agents or Subtenant's Invitees, (ii) is not covered by the insurance described in Section 17 below, (iii) prevents Subtenant from operating the Premises for the purposes stated herein, and (iv) costs more to repair than the Repair amount set forth in the Basic Lease Information, either party may terminate this Sublease upon thirty (30) days prior written notice and upon any such termination Subtenant shall surrender the Premises in accordance with Section 19 (except for damage caused by a casualty pursuant to which this Sublease may be terminated under this Section 13.1) and both Parties shall be relieved of any liability for such termination or for repairing such damage. If neither Party terminates this Sublease as provided in this Section 13.1, then Subtenant shall, at its sole cost, promptly restore, repair, replace or rebuild the Premises to the condition the Premises were in prior to such damage or destruction, subject to any Alterations made in strict accordance with the requirements of Section 8.1 above. Under no circumstances shall Sublandlord have any obligation to repair, replace or rebuild the Premises in the event of a casualty.

**13.2. No Abatement in Rent.** In the event of any damage or destruction to the Premises, and if neither party terminates this Sublease as provided in Section 13.1 above, there shall be no abatement in the Rent payable hereunder.

**13.3. Waiver.** The Parties understand and agree that the foregoing provisions of this Section are intended to govern fully the rights and obligations of the Parties in the event of damage or destruction to the Premises or Alterations, and Sublandlord and Subtenant each hereby waives and releases any right to terminate this Sublease in whole or in part under Sections 1932.2 and 1933.4 of the Civil Code of California or under any similar Laws now or hereafter in effect, to the extent such rights are inconsistent with the provisions hereof.

### **14. ASSIGNMENT AND SUBLETTING**

**14.1. Restriction on Assignment and Subletting.** Subtenant shall not directly or indirectly (including, without limitation, by merger, acquisition or other transfer of any controlling interest in Subtenant), voluntarily or by operation of Law, sell, assign, encumber, pledge, sublease or otherwise transfer any part of its interest in or rights with respect to the Premises, any Alterations or its interest in this Sublease, or permit any portion of the Premises to be occupied by anyone other than itself, or sublet any portion of the Premises (a "Transfer"), without Sublandlord's prior written consent in each instance, which Sublandlord may grant or withhold in its sole and

absolute discretion. Subtenant shall provide Sublandlord with a written notice of its intention to Transfer this Sublease or the Premises, together with a copy of the proposed Transfer agreement at least thirty (30) days prior to the commencement date of the proposed Transfer. Subtenant shall provide Sublandlord with such information regarding the proposed Transfer as Sublandlord may reasonably request.

**14.2. Bonus Rental.** If Sublandlord consents to a Transfer of any of Subtenant's interest in or rights with respect to the Premises pursuant to Section 14.1 above, then one hundred percent (100%) of any rent or other consideration payable to Subtenant in excess of the Base Rent payable hereunder (or the proportionate share thereof applicable to the portion of the Premises that is subject to the Transfer) shall be paid to Sublandlord immediately upon receipt by Subtenant.

## **15. DEFAULT; REMEDIES**

**15.1. Events of Default.** Any of the following shall constitute an event of default ("Event of Default") by Subtenant hereunder:

(a) **Failure to Pay Rent.** Any failure to pay any Rent or any other sums due hereunder, including sums due for utilities, within five (5) days after such sums are due;

(b) **Covenants, Conditions and Representations.** Any failure to perform or comply with any other covenant, condition or representation made under this Sublease; provided, Subtenant shall have a period of ten (10) days from the date of written notice from Sublandlord of such failure within which to cure such default under this Sublease, or, if such default is not capable of cure within such 10-day period, Subtenant shall have a reasonable period to complete such cure if Subtenant promptly undertakes action to cure such default within such 10-day period and thereafter diligently prosecutes the same to completion and uses its best efforts to complete such cure within sixty (60) days after the receipt of notice of default from Sublandlord;

(c) **Vacation or Abandonment.** Any abandonment of the Premises for more than fourteen (14) consecutive days;

(d) **Bankruptcy.** The appointment of a receiver to take possession of all or substantially all of the assets of Subtenant, or an assignment by Subtenant for the benefit of creditors, or any action taken or suffered by Subtenant under any insolvency, bankruptcy, reorganization, moratorium or other debtor relief act or statute, whether now existing or hereafter amended or enacted; and

(e) **Notices of Default.** The delivery to Subtenant of three (3) or more notices of default within any twelve (12) month period, irrespective of whether Subtenant actually cures such default within the specified time period, may, in the sole and absolute discretion of the Authority, be deemed an incurable breach of this Sublease allowing the Authority to immediately terminate

this Sublease without further notice or demand to Subtenant.

**15.2. Remedies.** Upon the occurrence of an Event of Default by Subtenant, Sublandlord shall have the following rights and remedies in addition to all other rights and remedies available to Sublandlord at Law or in equity:

(a) **Terminate Sublease and Recover Damages.** The rights and remedies provided by California Civil Code Section 1951.2 (damages on termination for breach), including, but not limited to, the right to terminate Subtenant's right to possession of the Premises and to recover the worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of rental loss for the same period that Subtenant proves could be reasonably avoided, as computed pursuant to subsection (b) of such Section 1951.2. Sublandlord's efforts to mitigate the damages caused by Subtenant's breach of this Sublease shall not waive Sublandlord's rights to recover unmitigated damages upon termination.

(b) **Appointment of Receiver.** The right to have a receiver appointed for Subtenant upon application by Sublandlord to take possession of the Premises and to apply any rental collected from the Premises and to exercise all other rights and remedies granted to Sublandlord pursuant to this Sublease.

**15.3. Sublandlord's Right to Cure Subtenant's Defaults.** If Subtenant defaults in the performance of any of its obligations under this Sublease, then Sublandlord may at any time thereafter with three (3) days prior written notice (except in the event of an emergency as determined by Sublandlord where prior notice by Sublandlord is impractical), remedy such Event of Default for Subtenant's account and at Subtenant's expense. Subtenant shall pay to Sublandlord, as Additional Charges, promptly upon demand, all sums expended by Sublandlord, or other costs, damages, expenses or liabilities incurred by Sublandlord, including, without limitation, reasonable attorneys' fees, in remedying or attempting to remedy such Event of Default. Subtenant's obligations under this Section shall survive the termination of this Sublease. Nothing herein shall imply any duty of Sublandlord to do any act that Subtenant is obligated to perform under any provision of this Sublease, and Sublandlord's cure or attempted cure of Subtenant's Event of Default shall not constitute a waiver of Subtenant's Event of Default or any rights or remedies of Sublandlord on account of such Event of Default.

## **16. RELEASE AND WAIVER OF CLAIMS; INDEMNIFICATION**

**16.1. Release and Waiver of Claims.** Subtenant, on behalf of itself and Subtenant's Agents, covenants and agrees that the Indemnified Parties shall not be responsible for or liable to Subtenant for, and, to the fullest extent allowed by any Laws, Subtenant hereby waives all rights against the Indemnified Parties and releases them from, any and all Losses, including, but not limited to, incidental and consequential damages, relating to any injury, accident or death of any person or loss or damage to any property, in or about the Premises, from any cause whatsoever,

including without limitation, partial or complete collapse of the Premises due to an earthquake or subsidence, except only to the extent such Losses are caused solely by the gross negligence or willful misconduct of the Indemnified Parties. Without limiting the generality of the foregoing:

(a) Subtenant expressly acknowledges and agrees that the Rent payable hereunder does not take into account any potential liability of the Indemnified Parties for any consequential or incidental damages including, but not limited to, lost profits arising out of disruption to Subtenant's uses hereunder. Sublandlord would not be willing to enter into this Sublease in the absence of a complete waiver of liability for consequential or incidental damages due to the acts or omissions of the Indemnified Parties, and Subtenant expressly assumes the risk with respect thereto. Accordingly, without limiting any indemnification obligations of Subtenant or other waivers contained in this Sublease and as a material part of the consideration for this Sublease, Subtenant fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action for consequential and incidental damages and covenants not to sue the Indemnified Parties for such damages arising out of this Sublease or the uses authorized hereunder, including, without limitation, any interference with uses conducted by Subtenant pursuant to this Sublease regardless of the cause.

(b) Without limiting any indemnification obligations of Subtenant or other waivers contained in this Sublease and as a material part of the consideration for this Sublease, Subtenant fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action against, and covenants not to sue the Indemnified Parties under any present or future Laws, statutes, or regulations, including, but not limited to, any claim for inverse condemnation or the payment of just compensation under the law of eminent domain, or otherwise at equity, in the event that Sublandlord terminates this Sublease because of such claim for inverse condemnation or eminent domain.

(c) As part of Subtenant's agreement to accept the Premises in its "As Is" condition as provided herein, and without limiting such agreement and any other waiver contained herein, Subtenant on behalf of itself and its successors and assigns, waives its right to recover from, and forever RELEASES, WAIVES AND DISCHARGES, the Indemnified Parties from any and all Losses, whether direct or indirect, known or unknown, foreseen and unforeseen, that may arise on account of or in any way be connected with the physical or environmental condition of the Premises and any related improvements or any Laws or regulations applicable thereto or the suitability of the Premises for Subtenant's intended use.

(d) Subtenant acknowledges that it will not be a displaced person at the time this Sublease is terminated, and Subtenant fully RELEASES, WAIVES AND DISCHARGES the Indemnified Parties from any and all Losses and any and all claims, demands or rights against any of the Indemnified Parties under any present and future Laws, including, without limitation, any and all claims for relocation benefits or assistance from the Indemnified Parties under federal and state relocation assistance laws.



(e) Without limiting any other waiver contained herein, Subtenant, on behalf of itself and its successors and assigns, hereby waives its right to recover from, and forever RELEASES, WAIVES AND DISCHARGES, the Indemnified Parties from any and all Losses, whether direct or indirect, known or unknown, foreseen and unforeseen, that may arise on account of or in any way connected with the Indemnified Parties' decision to Sublease the Premises to Subtenant, regardless of whether or not such decision is or may be determined to be an act of gross negligence or willful misconduct of the Indemnified Parties.

(f) Subtenant covenants and agrees never to file, commence, prosecute or cause to be filed, commenced or prosecuted against the Indemnified Parties any claim, action or proceeding based upon any claims, demands, causes of action, obligations, damages, losses, costs, expenses or liabilities of any nature whatsoever encompassed by the waivers and releases set forth in this Section 16.1.

(g) In executing these waivers and releases, Subtenant has not relied upon any representation or statement other than as expressly set forth herein.

(h) Subtenant had made such investigation of the facts pertaining to these waivers and releases as it deems necessary and assumes the risk of mistake with respect to such facts. These waivers and releases are intended to be final and binding on Subtenant regardless of any claims of mistake.

(i) In connection with the foregoing releases, Subtenant acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads:

**A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.**

Subtenant acknowledges that the releases contained herein include all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims. Subtenant realizes and acknowledges that it has agreed upon this Sublease in light of this realization and, being fully aware of this situation, it nevertheless intends to waive the benefit of Civil Code Section 1542, or any statute or other similar law now or later in effect. The waivers and releases contained herein shall survive any termination of this Sublease.

**16.2. Subtenant's Indemnity.** Subtenant, on behalf of itself and Subtenant's Agents, shall Indemnify the Indemnified Parties from and against any and all Losses arising out of Subtenant's use of the Premises, including but not limited to, any Losses arising directly or indirectly, in whole or in part, out of: (a) any damage to or destruction of any property owned by or in the custody of Subtenant or Subtenant's Agents or Subtenant's Invitees; (b) any accident, injury to or death of a person, including, without limitation, Subtenant's Agents and Subtenant's Invitees,

howsoever or by whomsoever caused, occurring in, on or about the Premises; (c) any default by Subtenant in the observation or performance of any of the terms, covenants or conditions of this Sublease to be observed or performed on Subtenant's part; (d) the use, occupancy, conduct or management, or manner of use, occupancy, conduct or management by Subtenant, Subtenant's Agents or Subtenant's Invitees or any person or entity claiming through or under any of them, of the Premises or any Alterations; (e) any construction or other work undertaken by Subtenant on or about the Premises; and (f) any acts, omissions or negligence of Subtenant, Subtenant's Agents or Subtenant's Invitees, in, on, or about the Premises or any Alterations, except to the extent that such Indemnity is void or otherwise unenforceable under any applicable Laws in effect on or validly retroactive to the date of this Sublease and further except only to the extent such Losses are caused solely by the gross negligence or intentional wrongful acts and omissions of the Indemnified Parties. The foregoing Indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and Sublandlord's costs of investigating any Loss. Subtenant specifically acknowledges and agrees that it has an immediate and independent obligation to defend Sublandlord and the other Indemnified Parties from any claim which actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to Subtenant by Sublandlord and continues at all times thereafter. Subtenant's obligations under this Section shall survive the expiration or sooner termination of this Sublease.

## **17. INSURANCE**

**17.1. Required Insurance Coverage.** Subtenant, at its sole cost and expense, shall maintain, or cause to be maintained, through the Term of this Sublease, the following insurance:

**(a) General Liability Insurance.** Comprehensive or commercial general liability insurance, with limits not less than One Million Dollars (\$1,000,000) each occurrence combined single limit for bodily injury and property damage, including coverages for contractual liability, independent contractors, broad form property damage, personal injury, products and completed operations, fire damage and legal liability with limits not less than One Million Dollars (\$1,000,000), explosion, collapse and underground (XCU).

**(b) Automobile Liability Insurance.** Comprehensive or business automobile liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence combined single limit for bodily injury and property damage, including coverages for owned and hired vehicles and for employer's non-ownership liability, which insurance shall be required if any automobiles or any other motor vehicles are operated in connection with Subtenant's activity on the Premises or the Permitted Use.

**(c) Worker's Compensation and Employer's Liability Insurance.** If Subtenant has employees, Worker's Compensation Insurance in statutory amounts with Employer's Liability with limits not less than One Million Dollars (\$1,000,000.00) for each accident, injury or illness, on employees eligible for each.

(d) **Personal Property Insurance.** Subtenant, at its sole cost and expense, shall procure and maintain on all of its personal property and Alterations, in, on, or about the Premises, property insurance on an all risk form, excluding earthquake and flood, to the extent of full replacement value. The proceeds from any such policy shall be used by Subtenant for the replacement of Subtenant's personal property.

(e) **Other Coverage.** Such other insurance or different coverage amounts as is required by law or as is generally required by commercial owners of property similar in size, character, age and location as the Premises, as may change from time to time, or as may be required by the City's Risk Manager.

**17.2. Claims-Made Policies.** If any of the insurance required in Section 17.1 above is provided under a claims-made form of policy, Subtenant shall maintain such coverage continuously throughout the Term and without lapse for a period of three (3) years beyond the termination of this Sublease, to the effect that should occurrences during the Term give rise to claims made after termination of this Sublease, such claims shall be covered by such claims-made policies.

**17.3. Annual Aggregate Limits.** If any of the insurance required in Section 17.1 above is provided under a form of coverage which includes an annual aggregate limit or provides that claims investigation or legal defense costs be included in such annual aggregate limit, such annual aggregate limit shall be double the occurrence limits specified herein.

**17.4. Payment of Premiums.** Subtenant shall pay the premiums for maintaining all required insurance.

**17.5. Waiver of Subrogation Rights.** Notwithstanding anything to the contrary contained herein, Sublandlord and Subtenant (each a "Waiving Party") each hereby waives any right of recovery against the other party for any loss or damage sustained by such other party with respect to the Facility or the Premises or any portion thereof or the contents of the same or any operation therein, whether or not such loss is caused by the fault or negligence of such other party, to the extent such loss or damage is covered by insurance which is required to be purchased by the Waiving Party under this Sublease or is actually covered by insurance obtained by the Waiving Party. Each Waiving Party agrees to cause its insurers to issue appropriate waiver of subrogation rights endorsements to all policies relating to the Facility or the Premises; provided, the failure to obtain any such endorsement shall not affect the above waiver.

**17.6. General Insurance Matters.**

(a) All liability insurance policies required to be maintained by Subtenant hereunder shall contain a cross-liability clause, shall name as additional insureds the "THE TREASURE ISLAND DEVELOPMENT AUTHORITY, CITY AND COUNTY OF SAN FRANCISCO, THE



UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE DEPARTMENT OF THE NAVY, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS," shall be primary to any other insurance available to the additional insureds with respect to claims arising under this Sublease, and shall provide that such insurance applies separately to each insured against whom complaint is made or suit is brought except with respect to the limits of the company's liability.

(b) All insurance policies required to be maintained by Subtenant hereunder shall be issued by an insurance company or companies reasonably acceptable to Sublandlord with an AM Best rating of not less than A-VIII and authorized to do business in the State of California.

(c) All insurance policies required to be maintained by Subtenant hereunder shall provide for thirty (30) days' prior written notice of cancellation for any reason, intended non-renewal, or reduction in coverage to Subtenant and Sublandlord. Such notice shall be given in accordance with the notice provisions of Section 21.1 below.

(d) Subtenant shall deliver to Sublandlord certificates of insurance and additional insured policy endorsements in a form satisfactory to Sublandlord evidencing the coverages required herein, together with evidence of payment of premiums, on or before the Commencement Date, and upon renewal of each policy not less than thirty (30) days before expiration of the term of the policy. Subtenant shall, upon Sublandlord's request, promptly furnish Sublandlord with a complete copy of any insurance policy required hereunder.

(e) Not more often than every year and upon not less than sixty (60) days' prior written notice, Sublandlord may require Subtenant to increase the insurance limits set forth in Section 17.1 above if Sublandlord finds in its reasonable judgment that it is the general commercial practice in San Francisco to carry insurance in amounts substantially greater than those amounts carried by Subtenant with respect to risks comparable to those associated with the use of the Premises.

(f) Subtenant's compliance with the provisions of this Section shall in no way relieve or decrease Subtenant's indemnification obligations herein or any of Subtenant's other obligations or liabilities under this Sublease.

(g) Notwithstanding anything to the contrary in this Sublease, Sublandlord may elect in Sublandlord's sole and absolute discretion to terminate this Sublease upon the lapse of any required insurance coverage by written notice to Subtenant.

## **18. ACCESS BY SUBLANDLORD**

### **18.1. Access to Premises by Sublandlord.**

(a) **General Access.** Sublandlord reserves for itself and Sublandlord's Agents, the right to

enter the Premises and any portion thereof at all reasonable times upon not less than twenty-four (24) hours oral or written notice to Subtenant (except in the event of an emergency) for any purpose.

(b) **Emergency Access.** In the event of any emergency, as determined by Sublandlord, Sublandlord may, at its sole option and without notice, enter the Premises and alter or remove any Alterations or Subtenant's Personal Property on or about the Premises. Sublandlord shall have the right to use any and all means Sublandlord considers appropriate to gain access to any portion of the Premises in an emergency. In such case, Sublandlord shall not be responsible for any damage or injury to any such property, nor for the replacement of any such property and any such emergency entry shall not be deemed to be a forcible or unlawful entry onto or a detainer of, the Premises, or an eviction, actual or constructive, of Subtenant from the Premises or any portion thereof.

(c) **No Liability.** Sublandlord shall not be liable in any manner, and Subtenant hereby waives any claims, for any inconvenience, disturbance, loss of business, nuisance or other damage arising out of Sublandlord's entry onto the Premises, except damage resulting directly and exclusively from the gross negligence or willful misconduct of Sublandlord or Sublandlord's Agents and not contributed to by the acts, omissions or negligence of Subtenant, Subtenant's Agents or Subtenant's Invitees.

**18.2. Access to Premises by Master Landlord.** Subtenant acknowledges and agrees that Master Landlord shall have all of the rights of access to the Premises described in the Master Lease.

## **19. SURRENDER**

**19.1. Surrender of the Premises.** Upon the termination of this Sublease, Subtenant shall surrender to Sublandlord the Premises in the same condition as of the Commencement Date, ordinary wear and tear excepted, and free and clear of all liens, easements and other encumbrances created or suffered by, through or under Subtenant. On or before any termination hereof, Subtenant shall, at its sole cost, remove any and all of Subtenant's Personal Property from the Premises and demolish and remove any and all Alterations from the Premises (except for any Alterations that Sublandlord agrees are to remain part of the Premises pursuant to the provisions of Section 8.3 above). In addition, Subtenant shall, at its sole expense, repair any damage to the Premises resulting from the removal of any such items and restore the Premises to their condition immediately prior to the presence of any Alterations. In connection therewith, Subtenant shall obtain any and all necessary permits and approvals, including, without limitation, any environmental permits, and execute any manifests or other documents necessary to complete the demolition, removal or restoration work required hereunder. Subtenant's obligations under this Section shall survive the termination of this Sublease. Any items of Subtenant's Personal Property remaining on or about the Premises after the termination of this Sublease may, at Sublandlord's option and after thirty (30) days written notice to Subtenant, be deemed abandoned

and in such case Sublandlord may dispose of such property in accordance with Section 1980, et seq., of the California Civil Code or in any other manner allowed by Law.

**19.2. No Holding Over.** If Subtenant fails to surrender the Premises to Sublandlord upon the termination of this Sublease as required by this Section, Subtenant shall Indemnify Sublandlord against all Losses resulting therefrom, including, without limitation, Losses made by a succeeding Subtenant resulting from Subtenant's failure to surrender the Premises. Subtenant shall have no right to hold over without the prior written consent of Sublandlord, which consent may be withheld in Sublandlord's sole and absolute discretion. If Sublandlord holds over the Premises or any part thereof after expiration or earlier termination of this Sublease, such holding over shall be terminable upon written notice by Sublandlord, and the Base Rent shall be increased to two hundred percent (200%) of the Base Rent in effect immediately prior to such holding over, and such holdover shall otherwise be on all the other terms and conditions of this Sublease. This Section shall not be construed as Sublandlord's permission for Subtenant to hold over. Acceptance of any holdover Base Rent by Sublandlord following expiration or termination of this Sublease shall not constitute an extension or renewal of this Sublease.

**19.3. Security Deposit.** Subtenant shall pay to Sublandlord upon execution of this Sublease a security deposit in the amount set forth in the Basic Sublease Information as security for the faithful performance of all terms, covenants and conditions of this Sublease. Subtenant agrees that Sublandlord may (but shall not be required to) apply the security deposit in whole or in part to remedy any damage to the Premises caused by Subtenant, Subtenant's Agents or Subtenant's Invitees, or any failure of Subtenant to perform any other terms, covenants or conditions contained in this Sublease, without waiving any of Sublandlord's other rights and remedies hereunder or at Law or in equity. Should Sublandlord use any portion of the security deposit to cure any Event of Default by Subtenant hereunder, Subtenant shall immediately replenish the security deposit to the original amount, and Subtenant's failure to do so within five (5) days of Sublandlord's notice shall constitute a material Event of Default under this Sublease. Sublandlord's obligations with respect to the security deposit are solely that of debtor and not trustee. Sublandlord shall not be required to keep the security deposit separate from its general funds, and Subtenant shall not be entitled to any interest on such deposit. The amount of the security deposit shall not be deemed to limit Subtenant's liability for the performance of any of its obligations under this Sublease. To the extent that Sublandlord is not entitled to retain or apply the security deposit pursuant to this Section 20.3, Sublandlord shall return such security deposit to Subtenant within forty-five (45) days of the termination of this Sublease.

## **20. HAZARDOUS MATERIALS**

**20.1. No Hazardous Materials.** Subtenant covenants and agrees that neither Subtenant nor any of Subtenant's Agents or Subtenant's Invitees shall cause or permit any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment, including, without limitation, any material or substance

defined as a "hazardous substance," or "pollutant" or "contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA", also commonly known as the "Superfund" law), as amended (42 U.S.C. Sections 9601 et seq.), or pursuant to Section 25281 of the California Health & Safety Code; any "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the structure of any existing improvements on the Premises, or are naturally occurring substances on, in or about the Premises; and petroleum, including crude oil or any fraction thereof, and natural gas or natural gas liquids ("Hazardous Material") to be brought upon, kept, used, stored, generated or disposed of in, on or about the Premises or transported to or from the Premises without the prior written approval of Sublandlord, which approval may be withheld in Sublandlord's sole and absolute discretion. Subtenant shall immediately notify Sublandlord if and when Subtenant learns or has reason to believe there has been any release of Hazardous Material in, on or about the Premises. Sublandlord may from time to time request Subtenant to provide adequate information for Sublandlord to determine that any Hazardous Material permitted hereunder is being handled in compliance with all applicable federal, state or local Laws or policies relating to Hazardous Material (including, without limitation, its use, handling, transportation, production, disposal, discharge or storage) or to human health and safety, industrial hygiene or environmental conditions in, on, under or about the Premises and any other property, including, without limitation, soil, air and groundwater conditions ("Environmental Laws"), and Subtenant shall promptly provide all such information. Sublandlord and Sublandlord's Agents shall have the right to inspect the Premises for Hazardous Material and compliance with the provisions hereof at all reasonable times upon reasonable advance oral or written notice to Subtenant (except in the event of an emergency). Subtenant agrees that it shall comply, without limiting the foregoing, with the provisions of Article 21 of the San Francisco Health Code including, without limitation, regarding obtaining and complying with the requirements of an approved hazardous materials management plan, and with the requirements of the environmental protection provisions provided for in Section 13 of the Master Lease.

**20.2. Subtenant's Environmental Indemnity.** If Subtenant breaches any of its obligations contained in Section 20.1 above, or, if any act or omission or negligence of Subtenant or any of Subtenant's Agents or Subtenant's Invitees results in any spilling, leaking, pumping, pouring, emitting, discharging, injecting, escaping, leeching or dumping ("Release") of Hazardous Material in, on, under or about the Premises or the Property, without limiting Subtenant's general Indemnity contained in Section 16.2 above, Subtenant, on behalf of itself and Subtenant's Agents, shall Indemnify the Indemnified Parties, and each of them, from and against any and all enforcement, investigation, remediation or other governmental or regulatory actions, agreements or orders threatened, instituted or completed pursuant to any Environmental Laws together with any and all Losses made or threatened by any third party against Sublandlord, Sublandlord's Agents, or the Premises, relating to damage, contribution, cost recovery compensation, loss or injury resulting from the presence, Release or discharge of any Hazardous Materials, including, without limitation, Losses based in common law, investigation and remediation costs, fines, natural resource damages, damages for decrease in value of the Premises, the loss or restriction

of the use or any amenity of the Premises and attorneys' fees and consultants' fees and experts' fees and costs ("Hazardous Materials Claims") arising during or after the Term of this Sublease and relating to such Release. The foregoing Indemnity includes, without limitation, all costs associated with the investigation and remediation of Hazardous Material and with the restoration of the Premises or the Property to its prior condition including, without limitation, fines and penalties imposed by regulatory agencies, natural resource damages and losses, and revegetation of the Premises or other Sublandlord property. Without limiting the foregoing, if Subtenant or any of Subtenant's Agents or Subtenant's Invitees, causes or permits the Release of any Hazardous Materials in, on, under or about the Premises or the Property, Subtenant shall, immediately, at no expense to Sublandlord, take any and all appropriate actions to return the Premises or other Sublandlord property affected thereby to the condition existing prior to such Release and otherwise investigate and remediate the Release in accordance with all Environmental Laws. Subtenant shall provide Sublandlord with written notice of and afford Sublandlord a full opportunity to participate in any discussions with governmental regulatory agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree, permit, approvals, or other compromise or proceeding involving Hazardous Material.

**20.3. Acknowledgment of Receipt of EBS and FOSL Reports.** Subtenant hereby acknowledges for itself and Subtenant's Agents that, prior to the execution of this Sublease, it has received and reviewed the Environmental Baseline Survey ("EBS") and the Finding of Suitability to Lease ("FOSL") described in Section 7 of the Master Lease. California law requires landlords to disclose to tenants the presence or potential presence of certain Hazardous Materials. Accordingly, Subtenant is hereby advised that occupation of the Premises may lead to exposure to Hazardous Materials such as, but not limited to, gasoline, diesel and other vehicle fluids, vehicle exhaust, office maintenance fluids, tobacco smoke, methane and building materials containing chemicals, such as formaldehyde. Further, there are Hazardous Materials located on the Premises as described in the EBS and the FOSL. In addition, California's Proposition 65, Health and Safety Code Section 25249.6 et seq., requires notice that some of these Hazardous Materials are known by the State of California to cause cancer or reproductive harm. By execution of this Sublease, Subtenant acknowledges that the notices and warnings set forth above satisfy the requirements of California Health and Safety Code Sections 25249.6 et seq., 25359.7 and related statutes.

## **21. GENERAL PROVISIONS**

**21.1. Notices.** Except as otherwise expressly provided in this Sublease, any notice given hereunder shall be effective only in writing and given by delivering the notice in person, or by sending it first class mail or certified mail with a return receipt requested or reliable commercial overnight courier, return receipt requested, with postage prepaid, to the appropriate addresses set forth in the Basic Sublease Information. Any Party hereunder may designate a new address for notice purposes hereunder at least ten (10) days prior to the effective date of such change. Any notice hereunder shall be deemed to have been given two (2) days after the date when it is mailed if sent by first class or certified mail, one day after the date it is made, if sent by commercial



overnight carrier, or upon the date personal delivery is made, and any refusal by either Party to accept the attempted delivery of any notice, if such attempted delivery is in compliance with this Section 21.1 and applicable Laws, shall be deemed receipt of such notice.

**21.2. No Implied Waiver.** No failure by Sublandlord to insist upon the strict performance of any obligation of Subtenant under this Sublease or to exercise any right, power or remedy arising out of a breach thereof, irrespective of the length of time for which such failure continues, no acceptance of full or partial payment of Rent due hereunder during the continuance of any such breach, and no acceptance of the keys to or possession of the Premises prior to the expiration of the Term by any Agent of Sublandlord, shall constitute a waiver of such breach or of Sublandlord's right to demand strict compliance with such term, covenant or condition or operate as a surrender of this Sublease. No express written waiver of any default or the performance of any provision hereof shall affect any other default or performance, or cover any other period of time, other than the default, performance or period of time specified in such express waiver. One or more written waivers of a default or the performance of any provision hereof shall not be deemed to be a waiver of a subsequent default or performance. The consent of Sublandlord given in any instance under the terms of this Sublease shall not relieve Subtenant of any obligation to secure the consent of Sublandlord in any other or future instance under the terms of this Sublease.

**21.3. Amendments.** Neither this Sublease nor any term or provision hereof may be changed, waived, discharged or terminated, except by a written instrument signed by the Parties hereto.

**21.4. Authority.** If Subtenant signs as a corporation, a partnership or a limited liability company, each of the persons executing this Sublease on behalf of Subtenant does hereby covenant and warrant that Subtenant is a duly authorized and existing entity, that Subtenant has and is qualified to do business in California, that Subtenant has full right and authority to enter into this Sublease, and that each and all of the persons signing on behalf of Subtenant are authorized to do so. Upon Sublandlord's request, Subtenant shall provide Sublandlord with evidence reasonably satisfactory to Sublandlord confirming the foregoing representations and warranties. Without limiting the generality of the foregoing, Subtenant represents and warrants that it has full power to make the waivers and releases, indemnities and the disclosures set forth herein, and that it has received independent legal advice from its attorney as to the advisability of entering into a sublease containing those provisions and their legal effect.

**21.5. Joint and Several Obligations.** The word "Subtenant" as used herein shall include the plural as well as the singular. If there is more than one Subtenant, the obligations and liabilities under this Sublease imposed on Subtenant shall be joint and several.

**21.6. Interpretation of Sublease.** The captions preceding the articles and sections of this Sublease and in the table of contents have been inserted for convenience of reference only and such captions shall in no way define or limit the scope or intent of any provision of this Sublease. This Sublease has been negotiated at arm's length and between persons sophisticated and

knowledgeable in the matters dealt with herein and shall be interpreted to achieve the intents and purposes of the Parties, without any presumption against the party responsible for drafting any part of this Sublease. Provisions in this Sublease relating to number of days shall be calendar days, unless otherwise specified, provided that if the last day of any period to give notice, reply to a notice or to undertake any other action occurs on a Saturday, Sunday or a bank or Sublandlord holiday, then the last day for undertaking the action or giving or replying to the notice shall be the next succeeding business day. Use of the word "including" or similar words shall not be construed to limit any general term, statement or other matter in this Sublease, whether or not language of non-limitation, such as "without limitation" or similar words, are used. Unless otherwise provided herein, whenever the consent of Sublandlord is required to be obtained by Subtenant hereunder, Sublandlord may give or withhold such consent in its sole and absolute discretion.

**21.7. Successors and Assigns.** Subject to the provisions of Section 14, the terms, covenants and conditions contained in this Sublease shall bind and inure to the benefit of Sublandlord and Subtenant and, except as otherwise provided herein, their personal representatives and successors and assigns; provided, however, that upon any transfer by Sublandlord (or by any subsequent Sublandlord) of its interest in the Premises as lessee, including any transfer by operation of Law, Sublandlord (or any subsequent Sublandlord) shall be relieved from all subsequent obligations and liabilities arising under this Sublease subsequent to such transfer.

**21.8. Brokers.** Neither party has had any contact or dealings regarding the leasing of the Premises, or any communication in connection therewith, through any licensed real estate broker or other person who could claim a right to a commission or finder's fee in connection with the Sublease contemplated herein. In the event that any broker or finder perfects a claim for a commission or finder's fee based upon any such contact, dealings or communication, the party through whom the broker or finder makes a claim shall be responsible for such commission or fee and shall Indemnify the other party from any and all Losses incurred by the indemnified party in defending against the same. The provisions of this Section shall survive any termination of this Sublease.

**21.9. Severability.** If any provision of this Sublease or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Sublease, or the application of such provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this Sublease shall be valid and be enforceable to the fullest extent permitted by Law.

**21.10. Governing Law.** This Sublease shall be construed and enforced in accordance with the Laws of the State of California and the federal government.

**21.11. Entire Agreement.** This instrument (including the exhibits hereto, which are made a part of this Sublease) contains the entire agreement between the Parties and supersedes all prior

written or oral negotiations, discussions, understandings and agreements. The Parties further intend that this Sublease shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including prior drafts of this Sublease and any changes therefrom) may be introduced in any judicial, administrative or other legal proceeding involving this Sublease. Subtenant hereby acknowledges that neither Sublandlord nor Sublandlord's Agents have made any representations or warranties with respect to the Premises or this Sublease except as expressly set forth herein, and no rights, easements or licenses are or shall be acquired by Subtenant by implication or otherwise unless expressly set forth herein.

**21.12. Attorneys' Fees.** In the event that either Sublandlord or Subtenant fails to perform any of its obligations under this Sublease or in the event a dispute arises concerning the meaning or interpretation of any provision of this Sublease, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder (whether or not such action is prosecuted to judgment), including, without limitation, court costs and reasonable attorneys' fees. For purposes of this Sublease, reasonable fees of attorneys in the Office of the San Francisco City Attorney (Sublandlord's General Counsel) shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the City Attorney's services were rendered who practice in the City and County of San Francisco in law firms with approximately the same number of attorneys as employed by the Office of the City Attorney. Further, for purposes of this Sublease, the term "attorneys' fees" shall mean the fees and expenses of counsel to the Parties, which may include printing, duplicating and other expenses, air freight charges, hiring of experts, and fees billed for law clerks, paralegals, librarians and others not admitted to the bar but performing services under the supervision of an attorney. The term "attorneys' fees" shall also include, without limitation, all such fees and expenses incurred with respect to appeals, mediations, arbitrations, and bankruptcy proceedings, and whether or not any action is brought with respect to the matter for which such fees and costs were incurred. The term "attorney" shall have the same meaning as the term "counsel".

**21.13. Time of Essence.** Time is of the essence with respect to all provisions of this Sublease in which a definite time for performance is specified.

**21.14. Cumulative Remedies.** All rights and remedies of either party hereto set forth in this Sublease shall be cumulative, except as may otherwise be provided herein.

**21.15. Survival of Indemnities.** Termination of this Sublease shall not affect the right of either party to enforce any and all indemnities and representations and warranties given or made to the other party under this Sublease, nor shall it affect any provision of this Sublease that expressly states it shall survive termination hereof. Subtenant specifically acknowledges and agrees that, with respect to each of the indemnities contained in this Sublease, Subtenant has an immediate and independent obligation to defend Sublandlord and the other Indemnified Parties from any claim which actually or potentially falls within the indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is



tendered to Subtenant by Sublandlord and continues at all times thereafter.

**21.16. Relationship of Parties.** Sublandlord is not, and none of the provisions in this Sublease shall be deemed to render Sublandlord, a partner in Subtenant's business, or joint venturer or member in any joint enterprise with Subtenant. This Sublease is not intended nor shall it be construed to create any third party beneficiary rights in any third party, unless otherwise expressly provided. The granting of this Sublease by Sublandlord does not constitute authorization or approval by Sublandlord of any activity conducted by Subtenant on, in or relating to the Premises.

**21.17. Recording.** Subtenant agrees that it shall not record this Sublease nor any memorandum or short form hereof in the official records of any county.

**21.18. Non-Liability of Indemnified Parties' Officials, Employees and Agents.** No elective or appointive board, commission, member, officer or employee of any of the Indemnified Parties shall be personally liable to Subtenant, its successors and assigns, in the event of any default or breach by Sublandlord or for any amount which may become due to Subtenant, its successors and assigns, or for any obligation of Sublandlord under this Sublease.

**21.19. No Discrimination.** Subtenant shall comply with the non-discrimination provisions of Section 19.1 of the Master Lease, including, without limitation, posting all notices required therein.

**21.20. Counterparts.** This Sublease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

**21.21. Master Landlord's Consent.** This Sublease is expressly conditioned upon receipt of the written consent of Master Landlord.

## **22. SPECIAL PROVISIONS**

**22.1. Signs.** Subtenant agrees that it will not erect or maintain, or permit to be erected or maintained, any signs, notices or graphics upon or about the Premises which are visible in or from public corridors or other portions of any common areas of the Premises or from the exterior of the Premises, without Sublandlord's prior written consent, which Sublandlord may withhold or grant in its sole discretion.

**22.2. Public Transit Information.** Subtenant shall establish and carry on during the Term a program to encourage maximum use of public transportation by personnel of Subtenant employed on the Premises, including, without limitation, the distribution to such employees of written materials explaining the convenience and availability of public transportation facilities

adjacent or proximate to the Premises and encouraging use of such facilities, all at Subtenant's sole expense.

**22.3. TIHDI Job Broker.** Subtenant shall comply with the requirements of the TIHDI Work Force Hiring Plan attached hereto as Exhibit F.

**22.4. Local Hiring.** Subtenant further agrees to use good faith efforts to hire residents of the City and County of San Francisco at all levels of Subtenant's personnel needs and to contract with local businesses for Subtenant's purchase of supplies, materials, equipment or services.

**22.5. Non-Discrimination in City Contracts and Benefits Ordinance.**

(a) **Covenant Not to Discriminate.** In the performance of this Sublease, Subtenant covenants and agrees not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability, weight, height or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status) against any employee of, any City employee working with, or applicant for employment with, Subtenant in any of Subtenant's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Subtenant.

(b) **Sub-Subleases and Other Subcontracts.** Subtenant shall include in all sub-subleases and other subcontracts relating to the Premises a non-discrimination clause applicable to such sub-subtenant or other subcontractor in substantially the form of subsection (a) above. In addition, Subtenant shall incorporate by reference in all sub-subleases and other subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all sub-subtenants and other subcontractors to comply with such provisions. Subtenant's failure to comply with the obligations in this subsection shall constitute a material breach of this Sublease.

(c) **Non-Discrimination in Benefits.** Subtenant does not as of the date of this Sublease and will not during the Term, in any of its operations or in San Francisco or with respect to its operations under this Sublease elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

(d) **HRC Form.** As a condition to this Sublease, Subtenant shall execute the "Chapter 12B

Declaration: Nondiscrimination in Contracts and Benefits" form (Form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission (the "HRC"). Subtenant hereby represents that prior to execution of this Sublease, (i) Subtenant executed and submitted to the HRC Form HRC-12B-101 with supporting documentation; and (ii) the HRC approved such form.

(e) **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code relating to non-discrimination by parties contracting for the lease of City property are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Subtenant shall comply fully with and be bound by all of the provisions that apply to this Sublease under such Chapters of the Administrative Code, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Subtenant understands that pursuant to Section 12B.2(h) of the San Francisco Administrative Code, a penalty of Fifty Dollars (\$50.00) for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Sublease may be assessed against Subtenant and/or deducted from any payments due Subtenant.

**22.6. MacBride Principles - Northern Ireland.** The City urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1, et seq. The City and County of San Francisco also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Subtenant acknowledges that it has read and understands the above statement of the City and County of San Francisco concerning doing business in Northern Ireland.

**22.7. Tropical Hardwood and Virgin Redwood Ban.** The City urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood product. Except as expressly permitted by the application of Section 802(b) and 803(b) of the San Francisco Environment Code, Subtenant shall not provide any items to the construction of tenant improvements or Alterations in the Premises, or otherwise in the performance of this Sublease, which are tropical hardwoods, tropical hardwood wood products, virgin redwood, or virgin redwood wood products. In the event Subtenant fails to comply in good faith with any of the provisions of Chapter 8 of the San Francisco Environment Code, Subtenant shall be liable for liquidated damages for each violation in an amount equal to Subtenant's net profit on the contract, or five percent (5%) of the total amount of the contract dollars, whichever is greater.

**22.8. Wages and Working Conditions.** Subtenant agrees that any person performing labor in the construction of any tenant improvements and any Alterations to the Premises, which Subtenant provides under this Sublease, shall be paid not less than the highest prevailing rate of wages as required by Section 6.22(E) of the San Francisco Administrative Code, shall be subject to the same hours and working conditions, and shall receive the same benefits as in each case are

provided for similar work performed in San Francisco, California. Subtenant shall include, in any contract for construction of such tenant improvements and Alterations, a requirement that all persons performing labor under such contract shall be paid not less than the highest prevailing rate of wages for the labor so performed. Subtenant shall require any contractor to provide, and shall deliver to Sublandlord upon request, certified payroll reports with respect to all persons performing labor in the construction of such tenant improvement work or any Alterations to the Premises.

**22.9. Prohibition of Alcoholic Beverage Advertising.** Subtenant acknowledges and agrees that no advertising of alcoholic beverages is allowed on the Premises. For purposes of this section, "alcoholic beverage" shall be defined as set forth in California Business and Professions Code Section 23004, and shall not include cleaning solutions, medical supplies and other products and substances not intended for drinking. This advertising prohibition includes the placement of the name of a company producing, selling or distributing alcoholic beverages or the name of any alcoholic beverage in any promotion of any event or product. This advertising prohibition does not apply to any advertisement sponsored by a state, local, nonprofit or other entity designed to (i) communicate the health hazards of alcoholic beverages, (ii) encourage people not to drink alcohol or to stop drinking alcohol, or (iii) provide or publicize drug or alcohol treatment or rehabilitation services.

**22.10. Prohibition of Tobacco Sales and Advertising.** Subtenant acknowledges and agrees that no advertising of cigarettes or tobacco products is allowed on any real property owned by or under the control of Sublandlord or the City, including the Premises and the Property. This advertising prohibition includes the placement of the name of a company producing, selling or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. This advertising prohibition does not apply to any advertisement sponsored by a state, local or nonprofit entity designed to communicate the health hazards of cigarettes and tobacco products or to encourage people not to smoke or to stop smoking.

**22.11. Pesticide Prohibition.** Subtenant shall comply with the provisions of Section 308 of Chapter 3 of the San Francisco Environment Code (the "Pesticide Ordinance") which (i) prohibit the use of certain pesticides on City property, (ii) require the posting of certain notices and the maintenance of certain records regarding pesticide usage and (iii) require Subtenant to submit to Sublandlord an integrated pest management ("IPM") plan that (a) lists, to the extent reasonably possible, the types and estimated quantities of pesticides that Subtenant may need to apply to the Premises during the terms of this Sublease, (b) describes the steps Subtenant will take to meet the City's IPM Policy described in Section 300 of the Pesticide Ordinance and (c) identifies, by name, title, address and telephone number, an individual to act as Subtenant's primary IPM contact person with the City. In addition, Subtenant shall comply with the requirements of Sections 303(a) and 303(b) of the Pesticide Ordinance.

**22.12. First Source Hiring Ordinance.** The City has adopted a First Source Hiring Ordinance

(Board of Supervisors Ordinance No. 264 98) which establishes specific requirements, procedures and monitoring for first source hiring of qualified economically disadvantaged individuals for entry level positions. Within thirty (30) days after Sublandlord adopts a First Source Hiring Implementation and Monitoring Plan in accordance with the First Source Hiring Ordinance, Subtenant shall enter into a First Source Hiring Agreement that meets the applicable requirements of Section 83.9 of the First Source Hiring Ordinance.

**22.13. Sunshine Ordinance.** In accordance with Section 67.24(e) of the San Francisco Administrative Code, contracts, contractors' bids, leases, agreements, responses to Requests for Proposals, and all other records of communications between City departments and persons or firms seeking contracts will be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract, lease, agreement or other benefit until and unless that person or organization is awarded the contract, lease, agreement or benefit. Information provided which is covered by this Section will be made available to the public upon request.

**22.14. Conflicts of Interest.** Through its execution of this Sublease, Subtenant acknowledges that it is familiar with the provisions of Section 15.103 of the San Francisco Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which would constitute a violation of said provisions, and agrees that if Subtenant becomes aware of any such fact during the Term of this Sublease, Subtenant shall immediately notify Sublandlord.

**22.15. Charter Provision.** This Sublease is governed by and subject to the provisions of the Charter of the City and County of San Francisco.

**22.16. Requiring Health Benefits for Covered Employees.** Unless exempt, Subtenant agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of Chapter 12Q are incorporated herein by reference and made a part of this Sublease as though fully set forth. The text of the HCAO is available on the web at <http://www.sfgov.org/olse/hcao>. Capitalized terms used in this Section and not defined in this Sublease shall have the meanings assigned to such terms in Chapter 12Q.

(a) For each Covered Employee, Subtenant shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Subtenant chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

(b) Notwithstanding the above, if Subtenant is a small business as defined in Section 12Q.3(d) of the HCAO, it shall have no obligation to comply with Subsection (a) above.



(c) Subtenant's failure to comply with the HCAO shall constitute a material breach of this Sublease. Sublandlord shall notify Subtenant if such a breach has occurred. If, within thirty (30) days after receiving City's written notice of a breach of this Sublease for violating the HCAO, Subtenant fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty (30) days, Subtenant fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, Sublandlord shall have the right to pursue the remedies set forth in Section 12Q.5(f)(1-5). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to Sublandlord.

(d) Any Subcontract entered into by Subtenant shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Subtenant shall notify City's Purchasing Department when it enters into such a Subcontract and shall certify to the Purchasing Department that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Subtenant shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the Sublandlord may pursue the remedies set forth in this Section against Subtenant based on the Subcontractor's failure to comply, provided that Sublandlord has first provided Subtenant with notice and an opportunity to obtain a cure of the violation.

(e) Subtenant shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying Sublandlord with regard to Subtenant's compliance or anticipated compliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

(f) Subtenant represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

(g) Subtenant shall keep itself informed of the current requirements of the HCAO.

(h) Subtenant shall provide reports to Sublandlord in accordance with any reporting standards promulgated by Sublandlord under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

(i) Subtenant shall provide Sublandlord with access to records pertaining to compliance with the HCAO after receiving a written request from Sublandlord to do so and being provided at least five (5) business days to respond.

(j) Sublandlord may conduct random audits of Subtenant to ascertain its compliance with HCAO. Subtenant agrees to cooperate with Sublandlord when it conducts such audits.

(k) If Subtenant is exempt from the HCAO when this Sublease is executed because its amount is less than Twenty-Five Thousand Dollars (\$25,000) (or [Fifty Thousand Dollars (\$50,000) if Subtenant is a qualified nonprofit], but Subtenant later enters into an agreement or agreements that cause Subtenant's aggregate amount of all agreements with Sublandlord to reach Seventy-Five Thousand Dollars (\$75,000), all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Subtenant and the Contracting Department to be equal to or greater than Seventy-Five Thousand Dollars (\$75,000) in the fiscal year.

**22.17. Notification of Limitations on Contributions.** Through its execution of this Sublease, Subtenant acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City or a state agency on whose board an appointee of a City elective officer serves, for the selling or leasing of any land or building to or from the City or a state agency on whose board an appointee of a City elective officer serves, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six (6) months after the date the contract is approved. Subtenant acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Subtenant further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Subtenant's board of directors; Subtenant's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Subtenant; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Subtenant. Additionally, Subtenant acknowledges that Subtenant must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Subtenant further agrees to provide Sublandlord the name of each person, entity or committee described above.

**22.18. Preservation-Treated Wood Containing Arsenic.** As of July 1, 2003, Subtenant may not purchase preservative-treated wood products containing arsenic in the performance of this Sublease unless an exemption from the requirements of Environment Code Chapter 13 is obtained from the Department of Environment under Section 1304 of the Environment Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniac copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Subtenant may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of Environment. This provision does not preclude Subtenant

from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

**22.19. Resource Efficient City Buildings and Pilot Projects.** Subtenant acknowledges that the City and County of San Francisco has enacted San Francisco Environment Code Sections 700 to 707 relating to resource-efficient City buildings and resource-efficient pilot projects. Subtenant hereby agrees that it shall comply with all applicable provisions of such code sections.

**22.20. Food Service Waste Reduction.** Subtenant agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in the San Francisco Environment Code, Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Sublease as though fully set forth. This provision is a material term of this Sublease. By entering into this Sublease, Subtenant agrees that if it breaches this provision, Sublandlord will suffer actual damages that will be impractical or extremely difficult to determine; further, Subtenant agrees that the sum of One Hundred Dollars (\$100.00) liquidated damages for the first breach, Two Hundred Dollars (\$200.00) liquidated damages for the second breach in the same year, and Five Hundred Dollars (\$500.00) liquidated damages for subsequent breaches in the same year is a reasonable estimate of the damage that Sublandlord will incur based on the violation, established in light of the circumstances existing at the time this Sublease was made. Such amounts shall not be considered a penalty, but rather agreed monetary damages sustained by Sublandlord because of Subtenant's failure to comply with this provision.

**22.21. Estoppel Certificates.** At any time and from time to time, within ten (10) days after Sublandlord's request, Subtenant will execute, acknowledge and deliver to Sublandlord a statement certifying the following matters: (a) the Commencement Date and Expiration Date of this Sublease; (b) that this Sublease is unmodified and in full force and effect (or if there have been modifications, that this Sublease is in full force and effect as modified and the date and nature of such modifications); (c) the dates to which the Rent has been paid; (d) that there are no Events of Default under this Sublease (or if there are any Events of Default, the nature of such Event of Default); and (e) any other matters reasonably requested by Sublandlord. Sublandlord and Subtenant intend that any such statement delivered pursuant to this paragraph may be relied upon by any assignee of Sublandlord's interest in the Master Lease or this Sublease, any mortgagee or any purchaser or prospective purchaser of the building or land on which the Premises are located. Subtenant irrevocably appoints Sublandlord, as Subtenant's agent, to execute and deliver in the name of Sublandlord any such instrument if Subtenant fails to do so, which failure shall also be an Event of Default under this Sublease.

**22.22. Addendum.** The terms of the Addendum, if any, attached to this Sublease are incorporated into the Sublease by reference. In the event of any inconsistency between the Sublease and the Addendum, the terms of the Addendum shall control.



**22.23. Cooperative Drafting.** This Sublease has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Sublease reviewed and revised by legal counsel. No party shall be considered the drafter of this Sublease, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Sublease.

Sublandlord and Subtenant have executed this Sublease in triplicate as of the date first written above.

**SUBTENANT:**

**APPLIED ENGINEERING &  
CONSTRUCTION MANAGEMENT, INC.,  
California corporation**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**SUBLANDLORD:**

**TREASURE ISLAND DEVELOPMENT  
AUTHORITY**

By: \_\_\_\_\_

Mirian Saez  
Director of Island Operations

**APPROVED AS TO FORM:**

**DENNIS J. HERRERA, City Attorney**

By: \_\_\_\_\_  
Deputy City Attorney

Sublease Prepared By: Richard A. Rovetti, Deputy Director of Real Estate \_\_\_\_\_  
(initial)

EXHIBIT A

MASTER LEASE

EXHIBIT B

DIAGRAM OF PREMISES

EXHIBIT C

COVER PAGE OF THE SEISMIC REPORT

## EXHIBIT D

### RULES AND REGULATIONS

1. All rules and regulations set out in the Master Lease shall prevail.
2. No signs, advertisements, or notices shall be attached to, or placed on, the exterior or interior of the Building or elsewhere on the Property, without prior written approval of Sublandlord.
3. Subtenant's contractors and invitees, while on the Premises or Subtenant's parking area, shall be subject to these Rules and Regulations, and will be subject to direction from Sublandlord and its agents, but will not be an agent or contractor of the Sublandlord or its agents. Subtenant's contractors shall be licensed by the State, insured and bonded at the amount requested by the Sublandlord.
4. Subtenant shall install and maintain at Subtenant's expense, any life safety equipment required by governmental rules, regulations or laws to be kept on the Premises.

**EXHIBIT E**

**STANDARD UTILITIES AND SERVICES AND RATES**

**Utilities Rate Schedule**

| <u>Utility Service</u> | <u>Rate</u> | <u>Unit</u> |
|------------------------|-------------|-------------|
| Electric Rate          | \$ 0.14     | per kwh     |
| Water Rate             | \$ 5.40     | per kgal    |
| Sewer Rate             | \$ 5.75     | per kgal    |
| Gas Rate               | \$ 0.60     | per therm   |

Rates are subject to adjustment.

Subtenant shall install utility Submeters to the satisfaction of Sublandlord.

Subtenant shall arrange for delivery of utility services to the premises by making a "Request for Utilities Services" by contacting:

San Francisco Public Utilities Commission  
c/o Treasure Island Development Authority  
410 Avenue of the Palms  
Treasure Island  
San Francisco, CA. 94130  
Attn: Mr. Vic Zorzinsky  
(415) 274-0333

**EXHIBIT F**

**TIHDI WORKFORCE HIRING AGREEMENT**







**AGENDA ITEM 7**  
**Treasure Island Development Authority Board of Directors**  
**City and County of San Francisco**  
**Meeting of March 22, 2011**

**Subject:** Treasure Island/Yerba Buena Island Redevelopment Project Entitlements and Transaction Documents Presentation, including: (i) Draft Trust Exchange Agreement; (ii) Draft Habitat Management Program, (iii) Draft Amended and Restated Based Closure Homeless Assistance Agreement ("TIHDI Agreement"), and (iv) Draft Exhibits to the Disposition and Development Agreement including: (a) Draft Jobs and Equal Opportunity Policy; and (b) Draft Community Facilities Plan. (Discussion Item)

**Contact:** Rich Hillis, Director of Redevelopment, Office of Economic and Workforce Development  
Michael Tymoff, Deputy Director of Redevelopment, Office of Economic and Workforce Development  
Jon Yolles, Project Manager, Office of Economic and Workforce Development

**Introduction**

The Treasure Island Development Authority Board of Directors ("TIDA") meeting on January 12, 2011 marked the beginning of the final phase of the Treasure Island/Yerba Buena Island Redevelopment Project ("Project") planning and entitlements process, and the TIDA meeting on March 22, 2011 continues this course of document review.

Draft documents that have already been presented at previous Treasure Island / Yerba Buena Island Citizens Advisory Board ("CAB") and TIDA meetings include:

- Draft Exhibits to the Development and Disposition Agreement, including the
- Land Use Plan
- Phasing Plan
- Infrastructure Plan
- Housing Plan
- Financing Plan
- Parks and Open Space Plan
- Transition Housing Rules and Regulations for the Villages at Treasure Island
- Redevelopment Plan for the Treasure Island / Yerba Buena Island Redevelopment Project
- Treasure Island and Yerba Buena Island Subdivision Code
- Interagency Cooperation Agreement
- Design Review and Document Approval Procedure
- Development Agreement between Treasure Island Community Development, LLC. and the City and County of San Francisco
- Sustainability Plan
- Treasure Island and Yerba Buena Island Design for Development
- Navy Conveyance Agreement
- Disposition and Development Agreement ("DDA"), including the Schedule of Performance
- Transportation Plan

Copies of the above documents are on file with the Authority and OEWD, and have been made available on-line for the public to review at: <http://www.sftreasureisland.org/> (the main Authority website) and: <http://sftreasureisland.org/index.aspx?page=26> (for a direct link to the documents). They are listed under "Master Development Submittals."

Because extensive project background, planning process summary, project overview, project documents summaries and the 2006 and 2010 Term Sheet summaries were provided in a previous memo for the January 12, 2011 TIDA meeting, they have been omitted from this memo for brevity. However, those items provide a background and context for the project documents review and final approvals, and should be retained for reference.

This staff summary includes the following sections:

I. Introduction Pages 1-2

II. Draft Project Documents Summaries (Pages 2-10) including summaries of the following:

- 1) Trust Exchange Agreement
- 2) Habitat Management Program
- 3) TIHDI Agreement
- 4) Jobs and Equal Opportunity Policy
- 5) Community Facilities Plan

**II. DRAFT PROJECT DOCUMENTS**

The Project Documents advance and refine plans which represent more than ten years of work by the CAB, TIDA, TIDC, the Board of Supervisors ("BOS") and other key stakeholders including local community organizations, residents and members of the public. The Project Documents are generally categorized as follows:

1. Authorizing Documents. Generally speaking, the actions that authorize the project are more general and comply with strict legal processes. Authorizing Actions include the preparation and certification of an Environmental Impact Report, adoption of the Redevelopment Plan, Amendments to the City Planning Code to make the Redevelopment Plan consistent with existing law, and the required Consistency Findings with the Bay Plan.
2. Implementing Documents. The actions that implement the project are more specific and detailed, and there is more flexibility in the exact form that these documents take. Implementing documents for the Redevelopment Plan for Treasure Island include, among others, the Development and Disposition Agreement ("DDA") and all of its exhibits, the Design for Development, the Mitigation Monitoring and Reporting Plan, the Public Trust Exchange Agreement, and documentation related to the Early Transfer by the Navy.
3. Procedural Documents. The procedural documents are companion pieces to the implementing documents that go into detail about the processes that the Authority and the City will follow in implementing the project. The agreements in the implementing documents will be enforced through the DDA itself, as well as through the procedural documents: a Design Review and Document Approval Procedure, an Interagency Cooperation Agreement, and the Treasure Island and Yerba Buena Island Subdivision Code.

## Summary of the Draft Trust Exchange Agreement for Treasure Island and Yerba Buena Island

TIDA will enter into a land exchange agreement for Treasure Island and Yerba Buena Island ("Trust Exchange Agreement") with the State Lands Commission for the purpose of improving and confirming the configuration of lands within the project site that are subject to the public trust for commerce, navigation and fisheries ("public trust" or "trust"), and lifting the trust from the remainder of the project site. Under the DDA, TICD (the "Developer") is required to perform such underlying actions as may be required for TIDA to fulfill certain obligations under the Trust Exchange Agreement. The draft Trust Exchange Agreement is still under discussion and review with TIDA, TICD, and State Lands and is subject to further revision and approval by the State Lands Commission. A copy of the draft Trust Exchange Agreement is attached as Attachment 1.

The extent to which the public trust covers lands on Treasure Island is subject to dispute. The State and the federal government disagree as to the effect of the Navy's 1944 condemnation on the existence of the trust on those lands. Moreover, the existing configuration of trust and non-trust lands on Treasure Island and Yerba Buena Island is such that the purposes of the Trust cannot be fully realized, and the project site cannot be redeveloped as envisioned in the Development Plan due to this uncertainty. To remedy this situation, the Treasure Island Public Trust Exchange Act, Chapter 543, Statutes of 2004 as amended by Chapter 660, Statutes of 2007 and Chapter 208, Statutes of 2009 ("Exchange Act"), authorizes a land exchange to resolve this uncertainty in a manner that furthers the purposes of the trust and to provide a more useful configuration of trust lands by placing the trust along the entire shoreline of Treasure Island and on other lands, on both Treasure Island and Yerba Buena Island, of high value of the trust, while removing the trust from lands in the interior of Treasure Island that are cut off from the water, thereby removing impediments to their redevelopment. The Trust Exchange Agreement implements this exchange through a series of phased conveyances, by which the State Lands Commission will take title to the lands and convey them back to TIDA either subject to or free of the trust. The exchange does not include the Job Corps parcel on Treasure Island, but the Trust Exchange Agreement provides that it may be included in the future if it is transferred out of federal ownership.

Following these conveyances, TIDA would hold the trust lands as trustee, subject to the terms and conditions of the legislative grant in the Exchange Act. The Trust Exchange Agreement contains provisions to protect unique views of the San Francisco Bay as well as unique views across the Bay to the North Bay and East Bay hills and the San Francisco skyline from the Yerba Buena Island public hilltop areas. The agreement also provides that TIDA will cause the Developer to remove non-native vegetation to improve, enhance and protect views of the Bay from the Yerba Buena Island public hilltop areas, and TIDA shall maintain the removal of the vegetation, consistent with the applicable non-native vegetation removal policies that are set forth in the Habitat Management Plan. In addition, the Trust Exchange Agreement contains provisions to ensure adequate public access to the trust lands.

The Public Trust Exchange Agreement will not only maximize the overall benefits to the trust, without interfering with trust uses or purposes, but importantly, it will facilitate the development and implementation of the Project as a truly sustainable community providing much needed park and open space, mixed-income residential and job generating uses to San Francisco and the region.

## Summary of the Draft Habitat Management Plan

The Habitat Management Plan has been developed at the direction of Treasure Island Community Development (TICD) and Treasure Island Development Authority (TIDA), as part of the Treasure Island / Yerba Buena Island Redevelopment Project. The proposed Redevelopment Project includes dense, compact development on portions of the two Islands, thereby freeing up the remainder of the land for the creation, restoration and/or enhancement of both developed and natural open space. A guiding principle of the proposed Redevelopment Project is to transform the Islands into a regional destination. This would be accomplished by providing a vibrant mix of visitor and destination serving programs such as arts, cultural, entertainment and educational uses, as well as a diversity of parks and open space experiences. On Treasure Island (TI), the proposed programming for the open space is primarily for active recreation areas, whereas on Yerba Buena Island (YBI), which relatively densely vegetated, although non-native and invasive species represent a large and increasing threat to the remnant native habitat, most of the open space is proposed to be managed as natural habitat and passive open space. This Habitat Management Plan explains how this will be accomplished.

From the perspective of TICD and TIDA, the project sponsors, it is important to note that the preservation, restoration and enhancement of the natural areas on YBI would not be possible without the proposed project. Volunteer-based and/or grant-funded stewardship projects, however, should be explored and encouraged to begin to remove some of the worst threats. While areas for new development are generally aggregated and overlap with existing developed areas, in some locations new development will affect land that has not previously been developed. In most of those locations, the ability of the existing landscape to support habitat is quite poor; in those few locations where exceptionally large native trees exist today, efforts will be taken to protect them. While the extent and impacts of site preparation and infrastructure improvements required to support new development cannot be known at this time, TICD and TIDA have proposed development standards and design guidelines that would control development within such areas that are not subject to this Habitat Management Plan.

Beyond development, another mandate on the project is to comply with the public trust (sometimes known as the "tidelands trust"), which is explained more fully in another section of this summary document. The project's goal of creating a regional destination on YBI that provides enhanced public access, preservation and restoration of wildlife habitat, protection of views, and visitor uses of historic building areas is consistent with the public trust.

The goal of providing public access while respecting wildlife use is also supported by the San Francisco Bay Plan. The San Francisco Bay Conservation and Development Commission has given Yerba Buena Island a Park Priority designation, and also has jurisdiction over development within the 100-foot shoreline band around the edge of YBI. The development proposal responds to the Park Priority designation by creating a diversity of regionally serving open spaces including a hilltop park, and an interconnected trail network, which includes an extension of the San Francisco Bay Trail from the new East Span of the Bay Bridge. Within the 100-foot shoreline band, the steep terrain will generally prohibit much enhancement of public access; however, those areas that are accessible (e.g. the Clipper Cove Beach and portions of the flat areas surrounding the Senior Officers' Quarters Historic District) will need to allow for public access consistent with Bay Plan policies:

If not properly located, improved or managed, recreation activities can have adverse effects on wildlife. This problem can be addressed by applying the Bay Plan public access findings and

policies that address the compatibility of recreational activities with wildlife and their habitats when considering recreation-related development proposals.

The timeline for implementation of the HMP is a long one, longer in fact than the timeline for the build-out of the proposed project. The HMP, proposed by TICD and TIDA as part of the Redevelopment Project, would not be implemented unless and until the project is approved. Should the proposed project be approved, HMP activities could begin as early as the redevelopment of YBI commences. However, there is no “end” to the HMP – long term monitoring and adaptive management of the habitat areas on YBI will be required so long as habitat provision remains a goal.

The HMP presented here is a plan and a process, a framework but not a result. The HMP will ultimately be overseen and implemented by TIDA, as the long-term owner of the habitat management areas. TIDA will in turn likely call on the resources of many different groups to implement the HMP: TICD, who will provide initial capital for a portion of the early HMP work to be completed; professional biologists, who will be hired to oversee activities as they are carried out; paid staff, who will complete necessary maintenance and more complex projects; and volunteers, who will likely do everything from conducting docent-led tours of the Island to hand weeding and clean-up. The long term vision described in this document is of broad goals, best management practices, and Management Zone prescriptions and priorities, but the vision will need to get translated into more and more specific plans as the work progresses. The responsibility for permitting these specific plans in a timely manner will rest with TIDA.

The HMP is meant to be a living document and the prescriptions set forth in this Plan are not meant to preclude additional studies but in fact recommends them. Site-specific plans are required to be developed at a level of detail simply beyond the scope of this Plan itself. Long-term monitoring will also help to inform future planning and the HMP will continue to be refined in the future according to the principles of adaptive management.

The HMP has two parts. Part I describes existing conditions and discusses what is proposed for Yerba Buena Island. Part II prioritizes the proposed actions and talks about how the HMP might get implemented.

### *Changes to the HMP*

A number of comments on the HMP were received, and a majority of these comments have been incorporated. Attached to this summary is a matrix of comments and suggested changes, with documentation of whether and/or how these changes have been incorporated into the document.

## **Summary of the Draft Amended and Restated Base Closure Homeless Assistance Agreement (“TIHDI Agreement”)**

### Background & Summary

Federal law governing the closure and reuse of former military bases requires the established Local Reuse Authority, in the case of former Naval Station Treasure Island the Treasure Island Development Authority (“TIDA”), to propose a plan that provides for the use of buildings, property and other resources on and off the base to assist homeless persons in the community. Based on this, the Treasure Island Homeless Development Initiative (“TIHDI”) was formed in 1994 as a coalition of member organizations.



Upon TIHDI's formation, the City and TIHDI then developed the Base Closure Homeless Assistance Agreement ("1996 TIHDI Agreement"), which outlined the terms for TIHDI's use of facilities and resources to fill gaps in the continuum of care for homeless individuals and families in the City. The terms of this agreement were updated and included in the 2006 Development Plan and Term Sheet For The Redevelopment Of Naval Station Treasure Island ("2006 Term Sheet") and in the 2010 Term Sheet for Amended and Restate Based Closure Assistance Agreement ("2010 Term Sheet Update"), both endorsed by the CAB and TIDA Board.

Prior to arriving at the 2010 Term Sheet Update, which was intended to be the basis for a full Amended and Restated TIHDI Agreement, TIHDI convened a housing advisory committee that included representatives from TIHDI and its member organizations, the Mayor's Office of Housing, the San Francisco Redevelopment Agency and the Department of Health and Human Services. Staff from OEWD also participated where appropriate. The advisory committee provided recommendations to TIHDI regarding potential program structures for delivering its new units as part of the overall redevelopment project. These recommendations have informed the discussions between Authority and TIHDI staff resulting in the attached TIHDI Agreement.

The TIHDI Agreement is composed of Housing, Employment, Economic Development, and Support Facilities Components, which describe in detail the terms under which TIHDI will be able to:

1. Continue to utilize 250 units of existing former military housing on an interim basis to house and provide services to formerly homeless individuals and families.
2. Build 250 new replacement housing units in early phases of the project in partnership with Qualified Housing Developers with land at no cost, funding from the project, and in locations generally distributed throughout the Project Area.
3. Receive land at no cost to build up to an additional 185 units of housing for formerly homeless individuals and families.
4. Receive certain rights to economic development opportunities for its residents and member organizations.
5. Participate as the Job Broker in an employment program that will enable formerly homeless and disadvantaged San Franciscans to obtain construction and permanent jobs on Treasure Island through partnerships with CityBuild, TIDA, TICD, and the Project's developers, contractors and commercial tenants.
6. Receive continuing financial support and space for administrative and operational functions.

#### Housing Component

The Housing Component of the proposed TIHDI Term Sheet includes the following key terms:

1. New TIHDI Units. TIHDI and its member organizations have the right to construct 435 new units of supportive homeless housing. This includes 250 units for which the project will provide free land and a subsidy for the construction of the vertical buildings and 185 Developable Pads for which free land will be provided.
2. Replacement of Existing TIHDI Units. TIHDI will not be required to permanently vacate the 250 existing TIHDI units until the 250 replacement units have been constructed on Treasure Island to ensure there is no displacement of existing TIHDI households. The redevelopment project phasing plan is consistent with this concept.



3. Subsidy for Construction of TIHDI Units. The Authority will provide vertical construction subsidy equal to a minimum of \$12,750,000. This is calculated by multiplying the 250 replacement units times \$51,000, which is the vertical construction subsidy that TICD will be required to pay the Authority for each TIHDI replacement unit under the terms of the TICD DDA. This funding includes funds to implement TIHDI's Transition Housing Plan. The Authority will also provide additional tax increment and other project-generated gap funding, to the extent necessary and available, to enable construction of the TIHDI replacement units consistent with the program for delivery of the new units as agreed to by the Authority and TIHDI.
4. Program Delivery and Phasing. Neither the Authority nor TIHDI know at the current time the exact form in which the replacement units will ultimately be delivered. Variables include the housing provider and available funding in place at the time replacements unit are ready to be built, unit types and sizes, configuration of buildings and the potential for mixing TIHDI units in Authority affordable buildings, among others. Consequently, the TIHDI Agreement envisions a process in which the Authority and TIHDI meet and confer at the time TICD submits a major phase application to agree on key terms, including:
  - a. The exact locations and sizes of the land pads for the new TIHDI units.
  - b. The program for delivery of the TIHDI units based on the following, among other factors:
    - i. The then current programs and TIHDI's current preference to retain those programs.
    - ii. Authority and City policy priorities regarding affordable, supportive housing and supportive homeless housing.
    - iii. Available non-project generated capital funding programs (i.e. state and federal affordable housing funding programs).
    - iv. Operating issues, including available operating subsidies and operating efficiencies associated with certain building sizes, and integration within the Project.
    - v. The schedule of delivery of developable pads by the Authority to TIHDI's selected housing provider and subsidy for the construction of the units.
5. Housing Provider Selection. Existing housing providers will have the right to build, or partner to build, their own replacement housing provided they meet the Housing Plan's Qualified Housing Developer ("QHD") requirement, insuring that all affordable developers have capacity and capability to develop and manage housing consistent with the character and quality of the Redevelopment Requirements and the residential projects, and a history of successful affordable housing development. All housing provider's projects would need to meet the Mayor's Office of Housing and San Francisco Redevelopment Agency's underwriting guidelines. For new housing providers, criteria and a process exist for a Request for Proposal (RFP) process that TIHDI, its Member Organizations, and the City would participate in to select Qualified Housing Developers, who would also be required to meet the QHD and MOH/SFRA requirements above, and ultimately be approved of by TIDA.

Selected housing providers would enter into long term, no-cost, ground leases with TIDA, and receive a Developable Pad. TIHDI replacement units are intended to be built in the earlier phases

of the project, and that to the extent TIHDI projects score for 9% Low Income Housing Tax Credits, new TIHDI developments would be provided with housing sites that would help TIHDI housing providers be competitive for such financing.

#### Employment, Economic Development, Support and Support Facilities Components

The Employment and Economic Development Components enable TIHDI to create revenue-generating opportunities for TIHDI's member Organizations and work opportunities on the Project Site for formerly homeless and economically disadvantaged persons. The details of TIHDI's participation therein are defined in the Jobs and Economic Development Policy ("JEOP") and are summarized below. In furtherance of the Support Facilities Component, TICA and TIDA, with TIHDI's participation, have formulated a Community Facilities Plan ("CFP"), also summarized in a separate section below, which provides that TIHDI would have the right to continued use of administrative, community and social services space at no cost. TIHDI's expanding space needs would be met under the CFP as TIHDI's population and role expands with the Project.

#### **Summary of Draft Jobs and Equal Opportunity Policy**

The redevelopment of Treasure Island is projected to generate up to 2,000 construction jobs annually and approximately 2,500-3,000 permanent jobs at completion. To best direct these jobs for the City's benefit, the DDA includes a Jobs and Equal Opportunity Policy ("JEOP") that embodies many of the City's policies and programs designed to provide San Franciscans, including disadvantaged residents and small business enterprises, with the opportunity to participate in employment and economic development opportunities on or in connection with the redevelopment of Treasure Island. The JEOP has also been tailored based on the requirements of the earlier-referenced TIHDI Federal legislation and TIHDI Agreement to create revenue-generating opportunities for TIHDI's member Organizations and work opportunities for formerly homeless and economically disadvantaged persons and based on and on the Project's principles of providing substantial community benefits.

The JEOP has been revised and is consistent with the 2006 Term Sheet and 2010 Term Sheet Update, as endorsed by the TIDA Board and Board of Supervisors. The document is an attachment to both the TIHDI Agreement the DDA. Key elements include:

- Goals that 50% of the project's construction workforce hours and permanent jobs be San Franciscans, of which 25% be formerly homeless or economically disadvantaged, consistent with the City's First Source Hiring Programs.
- Compliance with the City's new Local Hire legislation whereby projects directly constructed by TIDA or the City and County of San Francisco will meet the greater of the above-mentioned goals or the mandatory hiring requirements under the City policy.
- A Job Broker Placement System where TIHDI will act as a Community Based Organization ("CBO") to help remove barriers to referring formerly homeless and disadvantaged San Franciscans to CityBuild for training for and access to construction employment opportunities. CityBuild is a program under the Office of Economic and Workforce Development that provides workforce training and job placement services by working with CBOs, the construction industry, construction trade unions, and City College of San Francisco.
- TIHDI acting as a Job Broker, providing referrals to permanent employment opportunities on Treasure Island.

- Additional economic development opportunities providing TIHDI with the right to: 1) negotiate for market-rate service contracts for its member organizations for services such as grounds maintenance, janitorial/building maintenance and other services (opportunities intended to create even more jobs for formerly homeless and economically disadvantaged San Franciscans), and, 2) propose at least three additional economic development opportunities that facilitate job training and employment.
- Opportunities for Small Business Enterprises (“SBEs”) in the professional services and construction fields to participate in the Project. 41% of the dollar value of all construction work and 38% of the dollar value of professional services contracts are targeted for Small Business Enterprises SBEs.

The JEOP also demonstrates a commitment to good labor relations though a commitment to adhere to the City’s prevailing wage and card check policies. TICD is also currently working toward a Project Labor Agreement with the San Francisco Building and Construction Trades Council and its affiliates.

### **Summary of Draft Community Facilities Plan**

Building a new community on Treasure Island requires building the physical infrastructure necessary to fulfill public service, educational, cultural, social, spiritual, health, and recreational needs of current and future residents, workers, and visitors. The programs provided at these facilities will optimally foster an enhanced quality of life and create social linkages across people from different backgrounds, income levels and age groups. The Community Facilities Plan (“CFP”), updated and consistent with the 2006 Term Sheet, as endorsed by the TIDA Board and Board of Supervisors, includes a spectrum of community facilities designed to achieve this.

The process of developing an updated Communities Facilities Plan included a new demographic study to project the population that would eventually live on NSTI. Based on that population’s demographics, a Needs Assessment was commissioned that ultimately formed the basis of the CFP, guided by the Project’s longstanding CFP principles. The process also included an assessment of existing facilities that included interviews with facility operators.

Numerous facilities already exist on NSTI such as a childcare center, Boys and Girls Club, chapel, gymnasium/fitness center, and parks and open space, among others. Recognizing that many of these facilities are in satisfactory condition for continued use, the CFP calls for utilizing some of these facilities until the development path reaches them, or for the remainder of their useful life. In other cases, new facilities or rehabilitated space within existing structures will be required.

A partial list of key community facilities anticipated to be part of the community facilities program includes the following:

- New combined police and fire station
- A community center expected to include youth, teen, adult and senior serving space and programs, as well general community gathering and events space
- Gymnasium and fitness center
- Neighborhood reading room/library
- Treasure Island Museum
- Chapel

- A newly renovated K-8 public school, in addition to the Life Learning Academy, an existing charter high school for at-risk youth
- TIHDI administrative, community, and general social services space, in addition to residential-based social services space
- 300 acres of parks and open space, including 80 acres of sports and recreation fields, community parks, and an urban farm with community garden plots

In light of the lengthy build out of the project, a process has been identified that will involve community stakeholders at key project milestones to refine and update the CFP based on the then-current and anticipated population. Interim uses will also be evaluated at each key milestone. Changes and refinements to the CFP are will be guided by its principles and by the Developer's obligations specified in the Disposition and Development Agreement ("DDA").

TICD's obligations under the CFP are included under separate agreements (the DDA and Schedule of Performance, and Open Space Plan). These obligations depend on the facility and include the direct provision of facilities or pads, space, funding, and in some cases a combination thereof.

#### Attachments:

1. Draft Trust Exchange Agreement
2. Draft Habitat Management Program
3. Draft TIHDI Agreement
4. Draft Jobs and Equal Opportunity Policy
5. Draft Community Facilities Plan

# Revisions as per Public and Agency Comment

## Draft Habitat Management Plan Written Comments received

| Comment/Action                                                                                                                                                                                                                                                                                                                                        | The Public Trust Group (Comments/Action) | Sierra Club (Comments/Action) | California Lands Commission (Comments/Action) | Nature in the City/California Native Plant Society (2010) (Comments/Action) | Concur/Disagree/Inappropriate | Note |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|-------------------------------|-----------------------------------------------|-----------------------------------------------------------------------------|-------------------------------|------|
| <b>Public Trust Lands</b>                                                                                                                                                                                                                                                                                                                             |                                          |                               |                                               |                                                                             |                               |      |
| Comment: Please note that the public trust induces a myriad of uses, but that the HMP seems to only recognize "public use" for public trust lands. "Island Trust mandates the protection of scenic values and the protection of the public trust."                                                                                                    | X                                        |                               | X                                             | X                                                                           | X                             |      |
| Comment: Described the bed ground of State Lands jurisdiction in relation to local jurisdictions as well as the status of negotiations between the Commission, TIDA, and TIDC regarding a future land exchange that would be needed or required for public trust purposes in exchange for land on YBI that are more useful for public trust purposes. |                                          |                               | X                                             |                                                                             | X                             |      |
| Action: Amend HMP to clarify that wildlife habitat is a Public Trust use and that the HMP is not intended to remove any lands from public trust lands. The States Lands Commission.                                                                                                                                                                   | X                                        |                               |                                               |                                                                             | X                             |      |
| Action: Amend HMP to include language that states: 1) TIDA (as trustee of State) has fiduciary duty to ensure that any trust encumbered lands are protected and that the HMP is not intended to remove any responsibilities as trustee of State and general concepts of Public Trust Doctrine (as described in letter).                               |                                          |                               | X                                             |                                                                             | X                             |      |
| <b>Timing of HMP Implementation</b>                                                                                                                                                                                                                                                                                                                   |                                          |                               |                                               |                                                                             |                               |      |
| Comment: Concur that HMP recommendations cannot be implemented until Redevelopment project is approved and redevelopment consensus is reached. The timing of implementation of the site-specific plans should not preclude implementation.                                                                                                            |                                          | X                             |                                               | X                                                                           | X                             |      |
| Comment: Emphasized that invasive weeds continue to become stronger as native habitat becomes healthier. Harmful invasive species should be removed in the near term.                                                                                                                                                                                 |                                          | X                             |                                               | X                                                                           | X                             |      |
| Action: Volunteer stewardship must continue (it can not wait for Redevelopment)                                                                                                                                                                                                                                                                       |                                          | X                             |                                               | X                                                                           | X                             |      |
| Comment: Amend HMP to clarify: 1) restoration activities consistent with protection and preservation in HMP should begin immediately. 2) TIDA should begin now to seek volunteer participation and any available grants and donations.                                                                                                                |                                          |                               |                                               |                                                                             |                               |      |

The HMP does not preclude immediate implementation of the TIDA. The HMP does not preclude immediate stewardship activities along with the goals, strategies, perceptions and recommendations made by the HMP. The HMP currently eliminates removal of invasive plants to a priority action across the island.

Binding implementation of the HMP begins with the implementation of the TIDA. The HMP cannot direct action before its own implementation.

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## YERBA BUENA ISLAND : HABITAT MANAGEMENT PLAN

# Revisions as per Public and Agency Comment

## Draft Habitat Management Plan Written Comments received

### Comments/Action

Actions: Immediate ecological stewardship is needed in the following polygons: 5, 6, 9, 20, 26, 27, 30a, 33, 34, 35.

### 3. Miscellaneous

Comments: HMP emphasizes the concept of environmental responsibility and the need to protect and enhance the natural resources of the island. The "integration" of these two activities. Ecologically sustainable, conservation-oriented development on YB should rise to the highest level of excellence for sustaining and restoring biodiversity and multiple uses.

Comments: Appreciate the need for categorization of different types of natural resources management, but caution against dichotomy implied by "highly sensitive" and "moderately sensitive" designations. The most degraded/developed areas may still incorporate local native plants, BIRPs, for residents.

Comments: City should be careful about removing riparian areas, trees and shrubs. They are natural resources and have some natural and historic value.

Comments: Expressed and disappointed that [naturehawaii.org](http://naturehawaii.org) website is not up to date.

Comments: Note that butterfly species also known to occur include the ants (swallowtail, tiger swallowtail), red admiral, gray hairstreak, berry slipper, painted lady, sandhill skipper, and woodland skipper. Other species include monarch, queen, and zebra.

Comments: Note that soil amendments and mulching are overused in ecological restoration. Many natives tend to prefer "poor" soil.

Comments: Note that chaparral forest debris, trees, limbs, branches on site is a controversial practice. Any biologist who overstates spreading of debris should be an expert in arboriculture as well as botany and soils science.

Comments: It is important to be clear about the definition of "sensitive" (For example, when used to describe habitat communities). Who will decide which communities are sensitive?

Comments: Note that raccoons are native animals and it is okay for them to be on the island. Note that raccoons are not the same as the raccoons that human behavior subsidizes (garbage and causes them to proliferate in numbers out of proportion to other native species).

### RESPONSE

Do not  
Concur/  
Incorporate

Note

X

The HMP currently assigns 2 of these map units a high priority, and 1 moderate with high priority for removal of ivy. HMP assigns moderate priority to areas with ivy as well as ecological value, including feasibility of access, accessibility to the site being a primary criteria.

X

X

X

X

X

X

X

X

X

X

X

X

X

X

X

X

X

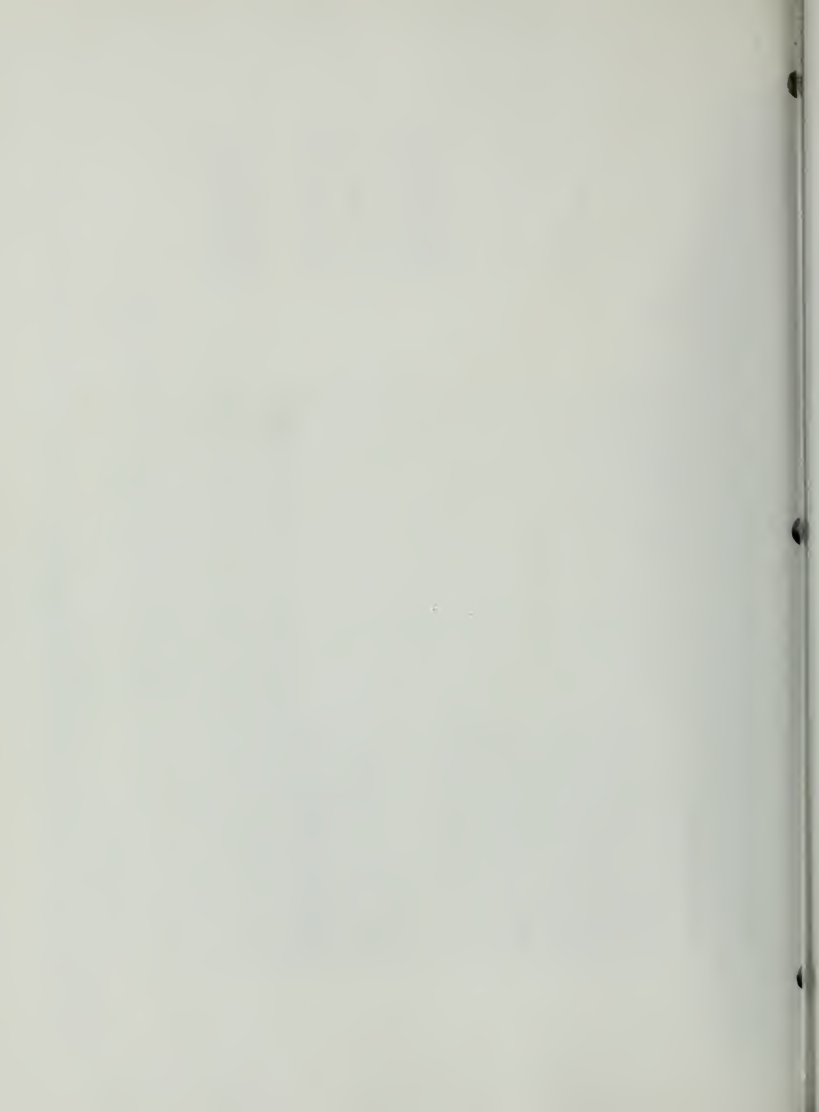
X

# Revisions as per Public and Agency Comment

## Draft Habitat Management Plan Written Comments received

| Comment/Action                                                                                                                                                                                                                                                                                                                                                                                                     | The Public<br>Trust (Cove West)<br>(dated Jan 31, 2010)<br>Comment/Action? | State Parks<br>(dated Jan 31, 2010)<br>Comment/Action? | California State<br>Lands<br>(dated Jan 31, 2010)<br>Comment/Action? | Nature in the<br>City/Collinsville<br>Native Plant<br>Society<br>(dated Jan 31, 2010)<br>Comment/Action? | Donor/<br>Interagency<br>Note | Response |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|--------------------------------------------------------|----------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|-------------------------------|----------|
| <b>Action:</b> HRP should call for sack-and-drop refuse containers, careful enforcement of litter laws, prohibition against leaving any food outdoors, and removal of any food items from the site.                                                                                                                                                                                                                |                                                                            |                                                        |                                                                      |                                                                                                          |                               |          |
| <b>Action:</b> Management prescriptions are well done & accurate. However, Copper Cove West should prescribe aggressive restoration and stewardship, not enhancement & preservation.                                                                                                                                                                                                                               |                                                                            |                                                        |                                                                      |                                                                                                          |                               |          |
| <b>Action:</b> Engaged polygon 30A to recognize the oak woodland/habitat habitat within development zone.                                                                                                                                                                                                                                                                                                          |                                                                            |                                                        |                                                                      |                                                                                                          |                               |          |
| <b>Action:</b> HRP should treat natural and developed areas of YSI individually, as a contiguous habitat. Specifically, the greatest effort should be made to preserve mature oak, sycamore, native trees and shrubs, and locally rare plants everywhere on YSI.                                                                                                                                                   |                                                                            |                                                        |                                                                      |                                                                                                          |                               |          |
| <b>Action:</b> Add to info: 1) A section that recommends additional data collection & habitat analysis. 2) A discussion of need to coordinate habitat restoration with environmental remediation. 3) A list of and discussion of potential invasive species and their management with 4) contemplation of a conservancy to aid in funding. 5) A discussion of feasibility of native invasive plant nursery on YSI. |                                                                            |                                                        |                                                                      |                                                                                                          |                               |          |
| <b>Action:</b> More detailed information about wildlife will need to be provided in future documents. The current descriptions in the HRP are not complete.                                                                                                                                                                                                                                                        |                                                                            |                                                        |                                                                      |                                                                                                          |                               |          |
| <b>Action:</b> Goals of HRP should support DAD, homeowner and lease agreements should include provisions regarding fire-roaming pets, eliminating night-lighting (action not necessary for safety purposes), and the use of native plants and shrubs to provide habitat and to prevent access by animals, and prohibiting use of invasive exotics in landscape planting around houses.                             |                                                                            |                                                        |                                                                      |                                                                                                          |                               |          |
| <b>Action:</b> Feral cats need to be controlled, and preferably relocated, but not as part of resident responsibilities.                                                                                                                                                                                                                                                                                           |                                                                            |                                                        |                                                                      |                                                                                                          |                               |          |

## YERBA BUENA ISLAND : HABITAT MANAGEMENT PLAN





*[Draft Agreement subject to further revision by State Lands Commission staff and approval by the Commission]*

**Recorded at the Request of and  
When Recorded Mail to:**

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**TRUST EXCHANGE AGREEMENT FOR**

**TREASURE ISLAND AND YERBA BUENA ISLAND**

This TRUST EXCHANGE AGREEMENT FOR TREASURE ISLAND AND YERBA BUENA ISLAND ("Agreement") is dated for reference as of \_\_\_\_\_, 2011. The parties to the Agreement are the STATE OF CALIFORNIA, acting by and through the STATE LANDS COMMISSION ("Commission"), and the TREASURE ISLAND DEVELOPMENT AUTHORITY ("TIDA"). The Commission and TIDA are referred to together as the "Parties." This Agreement is entered into pursuant to the Treasure Island Public Trust Exchange Act, Chapter 543, Statutes of 2004 as amended by Chapter 660, Statutes of 2007 and Chapter 208, Statutes of 2009 ("Exchange Act"), and the Treasure Island Conversion Act of 1997, Chapter 898, Statutes of 1997 ("Conversion Act").

**RECITALS**

A. This Agreement concerns real property located within the site of the former Naval Station Treasure Island in the City and County of San Francisco ("City"). The "Public Trust Lands" are described in **Exhibit A** ("Legal Description of Public Trust Lands"). The "Trust Termination Lands" are described in **Exhibit B** ("Legal Description of Trust Termination Lands"). The "Job Corps Parcel" is described in **Exhibit C** ("Legal Description of Job Corps Parcel"). The "Yerba Buena Uplands" are described in **Exhibit D** ("Legal Description of Yerba Buena Uplands"). The Public Trust Lands, Trust Termination Lands, Job Corps Parcel and the Yerba Buena Uplands together comprise the land described in the definition of "TIDA property"

in the Exchange Act (“TIDA Property”). The TIDA Property is depicted for reference purposes in Exhibit E (“Illustrative Plat of TIDA Property”).

B. Upon its admission to the Union on September 9, 1850, the State of California (“State”), by virtue of its sovereignty, received in trust for purposes of commerce, navigation and fisheries (the “Public Trust”) all right, title, and interest in tide and submerged lands (collectively “tidelands”) within its boundaries waterward of the ordinary high water mark. Article X, section 3 of the California Constitution generally prohibits the conveyance of tidelands within two miles of any incorporated city, city and county, or town into private ownership. Since the adoption of Article X, section 3 of the California Constitution on May 7, 1879, the TIDA Property has been within two miles of the City. The TIDA Property includes lands that, at the time California became a state, were tidelands subject to the Public Trust.

C. The portion of the TIDA Property commonly known as Treasure Island was historically tidelands in its entirety. In 1933, the Legislature granted the tidelands comprising what is now Treasure Island to the City for construction of an airport (Chapter 912, Statutes of 1933), and amended the grant in 1935 to authorize use of the lands for the Golden Gate International Exposition (Chapter 162, Statutes of 1935). The City built Treasure Island between 1936 and 1939 by depositing sand and gravel on shoals north of Yerba Buena Island and surrounding that fill with a rock retaining wall.

D. The TIDA Property also includes a portion of Yerba Buena Island, a natural island comprised primarily of uplands not subject to the Public Trust. Yerba Buena Island was acquired by the United States Navy in 1898.

E. In 1941, the City leased Treasure Island to the United States, and Treasure Island and Yerba Buena Island became a military base. The Navy initiated federal court proceedings to condemn Treasure Island and portions of the surrounding unfilled tidelands in 1942, and took title to those lands in 1944 pursuant to a consent judgment.

F. Pursuant to a decision of the federal Base Realignment and Closure Commission in 1993, Naval Station Treasure Island was officially closed on September 30, 1997. That same year, the Legislature enacted the Conversion Act, authorizing the San Francisco Board of Supervisors to designate TIDA as the redevelopment authority for the TIDA property. Under the Conversion Act, TIDA is the only entity that may lawfully accept from the federal government title to lands subject to the Public Trust on the TIDA Property.

G. The Conversion Act also grants in trust to TIDA the State’s sovereign interest in filled and unfilled tidelands within the TIDA Property and establishes TIDA as the trust administrator for those lands. The Conversion Act places certain terms, conditions and requirements on TIDA’s use of the granted lands (“Conversion Act Trust”). For purposes of this Agreement, the Public Trust, the Conversion Act Trust, and the restrictions on alienation imposed by Article X, section 3 of the California Constitution are collectively referred to as the “Trust.”

H. The Navy is presently in negotiations with the City and TIDA for the transfer of the Public Trust Lands, Trust Termination Lands, and Yerba Buena Uplands from the Navy to

TIDA. It is anticipated that the TIDA Property will be transferred to TIDA based on one or more Findings of Suitability to Transfer (“FOST”), although a portion of the TIDA Property may be transferred to TIDA based on one or more Findings of Suitability for Early Transfer (“FOSET”).

I. The extent to which filled and unfilled tidelands may be subject to the Trust within the TIDA Property is subject to dispute. The State and the federal government disagree as to the effect of the federal condemnation judgment on the existence of the Trust on those lands. This dispute gives rise to title uncertainty that could result in lengthy land title and boundary litigation. The Legislature has declared in the Exchange Act that it is in the best interest of the people of California to resolve this uncertainty in a manner that furthers the purposes of the Trust.

J. The Legislature has further declared in the Exchange Act that the existing configuration of Trust and non-Trust lands within the TIDA Property is such that the purposes of the Trust cannot be fully realized.

(i) Yerba Buena Island has been in public ownership for over a century. As a natural and largely undeveloped island situated in San Francisco Bay between the Bay’s two major metropolitan centers, the island presents an extraordinary opportunity to promote and enhance Public Trust values not only along its shoreline, but also at the island’s higher elevations, which provide a context for the Bay that cannot be replicated elsewhere. The shoreline, portions of the upper slopes, and the hilltop area on Yerba Buena Island are of high value to the Trust due to their existing or potential Public Trust consistent recreational, scenic, and habitat uses, but are currently not subject to the Trust. Clipper Cove beach provides direct public access to the shoreline. Upper portions of the island afford dramatic views of San Francisco Bay as well as unique views across the Bay to Mount Tamalpais and the Marin Headlands, Alcatraz, Angel, and Treasure Islands, downtown San Francisco, the cities of the South Bay and East Bay, and all five of the Bay’s bridges. The island provides habitat for a diversity of plants and wildlife, including three special status bird species (American peregrine falcon, double-crested cormorant, and California brown pelican). The protection and enhancement of shoreline and adjacent upland habitat promotes the Public Trust. In addition, there are lower areas of Yerba Buena Island developed with structures, including the Senior Officers’ Quarters Historic District, which are useful for service to visitors.

(ii) Certain filled tidelands on Treasure Island are useful for Trust purposes. These include the entire shoreline of the island and adjacent lands, as well as lands that have been cut off from the water but, due to their location and attributes, remain useful to the Trust for future open space and other Trust uses, including but not limited to the following: a wetland creation site; a pedestrian and bicycle corridor around the shoreline of the island linked with a major open space and recreational park in the northern and eastern portions of the island; a proposed ferry terminal and plaza, a marina, and other public waterfront amenities; a major visitor-serving commercial core including retail and hospitality uses connecting the historic buildings, the ferry terminal and the waterfront; and other public ways that will provide waterfront access and enhance water views from the island.

(iii) The remaining filled tidelands on Treasure Island that are cut off from water access do not have the utility described in the preceding paragraph and are no longer needed or useful for Trust purposes. Development of these lands for non-Trust uses that are consistent with the redevelopment goals of the Conversion Act and state redevelopment law will not interfere with Trust purposes and will provide revenues needed to improve the Public Trust Lands in a manner that will maximize their value to the Trust.

K. Redevelopment of the TIDA Property will require substantial investment in seismic and flood protection improvements on Treasure Island, including improvements to both the perimeter and interior of the island, to: (i) reduce the risk that buildings and other public infrastructure serving Public Trust Lands on the island will experience structural failure caused by liquefaction and lateral spreading during a severe earthquake, (ii) protect against periodic wave overtopping and storm surges, and (iii) proactively address the potential of future sea level rise. Redevelopment will also require replacement or upgrading of all of the infrastructure and utility systems on the islands. In addition, several historic buildings, including those commonly known as Buildings 1, 2, and 3 on Treasure Island, and the Senior Officers' Quarters Historic District, Quarters 10 and Building 267, and the Torpedo Storehouse on Yerba Buena Island, will require substantial renovation to preserve their integrity and historic character. Redevelopment must generate sufficient revenue to render the needed seismic and infrastructure improvements and historic renovations financially feasible. This cannot occur unless Trust title uncertainties on Treasure Island are resolved and the Trust is lifted from those portions of the island not needed for Trust purposes.

L. The land exchange and boundary settlement described in this Agreement is needed to confirm the State's sovereign interest in certain lands within the TIDA Property; to resolve the Trust status of certain disputed lands within the TIDA Property; to confirm or impose the Trust on the lands of greatest value to the Trust on Treasure Island; to impose the Trust on those lands of greatest value to the Trust on Yerba Buena Island; to render redevelopment of Treasure Island economically feasible by removing the Trust Termination Lands from the Trust; and to allow the Public Trust Lands to be used to the greatest benefit of the people of this State.

M. Absent a Trust exchange, the uncertainties alleged by the federal government regarding the sovereign trust title of lands on Treasure Island would remain. Most of the lands on Yerba Buena Island that are of high value to the Trust would remain free of the Trust and could therefore be cut off from public access and developed for non-Trust uses. In addition, the interior lands on Treasure Island not useful for Trust purposes could not be used for residential or other non-Trust uses except under limited circumstances set forth in the Conversion Act. The revenues from these uses are essential for the economic redevelopment of the island and for the financial feasibility of needed seismic upgrades, flood protection, historic preservation, and improvement of the Treasure Island waterfront and adjacent open space for Trust purposes.

N. Through the Exchange Act, the Legislature authorized the settlement of Trust land title questions within the TIDA Property to the benefit of the Trust. To implement this settlement, the Legislature approved an exchange of lands within the TIDA Property that would result in a configuration of Public Trust lands substantially similar to that shown on the diagram ("Exchange Diagram") in section 12 of that Act, subject to certain exceptions and requirements

#### TI-YBI Exchange Agreement— DRAFT 3-11-11

set forth in the Act. The Act authorizes the Commission to carry out the exchange and to establish appropriate procedures for doing so. The Act further requires the Commission to make certain findings and establish certain conditions before approving the exchange. This Agreement sets forth the procedures for and the terms of the exchange pursuant to the Exchange Act. The findings made in support of this Agreement are in accordance with the Act.

O. The Yerba Buena Uplands consist of that portion of the TIDA Property located on Yerba Buena Island that is not part of the Public Trust Lands or Trust Termination Lands. The Yerba Buena Uplands are not subject to the Public Trust or any claim by the State to the Public Trust and are not involved in the trust exchange contemplated by this Agreement.

P. TIDA has entered into a number of agreements approved by its Board of Directors governing future redevelopment of the TIDA Property, including a Disposition and Development Agreement for the Redevelopment of Naval Station Treasure Island, and related documents including: a Design for Development, a Habitat Management Plan for Yerba Buena Island ("Habitat Management Plan"), an Infrastructure Plan, and an Open Space Plan. The Treasure Island/Yerba Buena Island Redevelopment Plan, establishing goals and objectives for the use and development of the TIDA Property, was approved by TIDA's Board of Directors on \_\_\_\_ and by the City's Board of Supervisors on \_\_\_\_ . Collectively, the plans and agreements governing development at Treasure Island and Yerba Buena Island are referred to as the "Development Plan." The Commission is not a party to these agreements and except as specifically provided herein, the Commission has not approved any portion of these agreements.

Q. The Development Plan includes a land use plan as well as comprehensive plans for infrastructure, open space, transportation, sustainability, public facilities, financing and economic development. The Development Plan includes new infrastructure and transportation facilities to support newly developed uses on Treasure Island and Yerba Buena Island, including uses that are water-dependent and Trust-consistent. Implementation of the Development Plan will establish a model of environmentally sustainable development, and will result in the improvement or enhancement of the Public Trust Lands for Public Trust uses such as open space, public access, water-related recreation, visitor serving facilities, wildlife habitat, circulation to and along the waterfront or similar uses.

R. The Development Plan includes a transportation plan that provides public street access to all of the Public Trust Lands. The public street layout for Treasure Island provides vehicular access to and along the eastern and western shores to the proposed recreational resources and wetlands at the north end of the island, and provides east-west access near the southern end of the island, linking the proposed ferry terminal with the water-dependent and trust-consistent uses on the southern shore at the marina facilities and Pier One. This Agreement includes provisions to ensure that development of the TIDA Property includes adequate access from the public streets to the Public Trust Lands, including public roadway access along the western shoreline of Treasure Island, as required by the Exchange Act.

S. The Exchange Act also requires the Commission to find that sufficient building height limitations are in place to ensure that development on Yerba Buena Island will not significantly obstruct views from public hilltop areas on Yerba Buena Island as framed by



structures existing as of January 1, 2010. The Exchange Act defines “public hilltop areas” as the westernmost hilltop on Yerba Buena Island, having an elevation of approximately 320 feet, and the easternmost hilltop on Yerba Buena Island, having an elevation of approximately 340 feet (“Public Hilltop Areas”). The Development Plan includes height limits for buildings on those portions of Yerba Buena Island that are subject to development. Consistent with these height limits, and as required by the Exchange Act, this Agreement contains provisions limiting building heights to ensure that that development on Yerba Buena Island will not significantly obstruct views from Public Hilltop Areas as framed by structures existing as of January 1, 2010, and that views will be enhanced by removal of non-native vegetation in conjunction with park development on the Public Hilltop Areas.

T. The exchange authorized by this Agreement will substantially benefit the Trust and will not result in any interference with the uses and purposes of the Trust. The exchange will place or confirm the Public Trust Lands in the Trust. The Public Trust Lands reflect a configuration of lands that is most advantageous to the Trust in light of all relevant considerations, including but not limited to the considerations set forth in Recitals A through S above. The Public Trust Lands include all of the lands within the TIDA Property above the current mean high tide line that are immediately adjacent to the waterfront, as well as certain interior lands that are useful to the Trust, together totaling approximately \_\_\_\_ acres. The Public Trust Lands also include all of the approximately \_\_\_\_ acres of land within the TIDA Property that are presently tide or submerged lands.

U. The exchange will terminate any Trust interests in the Trust Termination Lands, which total approximately 150 acres. As described in Recital J(iii) above, all former tidelands within the Trust Termination Lands have been filled and reclaimed, are cut off from access to the waterfront, and are no longer needed for Trust purposes. The Trust Termination Lands constitute a relatively small portion of the more than 1,000 acres of filled tidelands within the City that have been granted to the City or other trustees by the State.

V. In interest of settlement, the Parties have conducted independent studies and evaluations of the title evidence, the principles of law, and the merits of their legal positions. The Commission has reviewed an appraisal and other information prepared to analyze monetary values of the Trust Termination Lands and the Public Trust Lands and has reached an independent conclusion regarding the economic values of these properties. The monetary value of land or interests in land to be received as Public Trust Lands is equal to or greater than the monetary value of the Trust interests to be terminated in the Trust Termination Lands.

W. The Job Corps Parcel is a 37-acre parcel of land on Treasure Island currently owned and administered by the United States Department of Labor. The Jobs Corps Parcel is surrounded by the Navy-owned lands to be transferred to TIDA. There are no immediate plans to transfer the Job Corps Parcel out of federal ownership. However, depending on future plans of the federal government for the Job Corps center, there may be opportunities for transferring all or a portion of the lands out of federal ownership, either all at once or in phases. The Exchange Act provides that lands within the Job Corps Parcel may be incorporated into the exchange authorized thereby, either as part of the main exchange or in one or more subsequent phases, in accordance with conditions set forth in the Exchange Act. This Agreement provides that all or

TI-YBI Exchange Agreement— DRAFT 3-11-11

part of the Job Corps Parcel may be added to or removed from the Trust in one or more subsequent phases of this exchange, provided the Commission makes the findings required by the Exchange Act.

X. The land title transfers provided for in this Agreement will be accomplished through the following recorded conveyances, subject to the phasing provisions, conditions of closing, and other terms and conditions of this Agreement:

(i) TIDA will convey to the Commission by quitclaim deed its interests in the Public Trust Lands and Trust Termination Lands following the conveyance of those lands to TIDA from the Navy;

(ii) After accepting the Public Trust Lands from TIDA, the Commission will convey by patent the Public Trust Lands to TIDA as sovereign lands, subject to the Trust; and

(iii) After accepting the Trust Termination Lands from TIDA, the Commission will convey by patent the Trust Termination Lands to TIDA, free of the Trust.

Y. This Agreement contemplates that the conveyances called for hereunder will occur in a series of phased closings (each a "Closing Phase") as TIDA acquires portions of the TIDA Property from the United States. The portions of the TIDA Property to be exchanged in each Closing Phase (each a "Phase Area"), as presently anticipated by the Parties, are depicted for illustrative purposes in **Exhibit F** ("Illustrative Plat of Phase Areas"). Each Closing Phase will effectuate the conveyance of the lands within one or more Phase Areas depicted in **Exhibit F**, as that Exhibit may be modified by the Parties as provided in this Agreement.

Z. The Parties presently anticipate that all of the lands within the TIDA Property will be remediated by the United States prior to transfer to TIDA, and that the United States will provide a warranty for the lands in accordance with Section 9620(h)(3)(A) of Title 42 of the United States Code. However, it is possible that a portion of the lands within the TIDA Property will be conveyed to TIDA by early transfer, prior to complete remediation by the United States. In accordance with section 7 of the Exchange Act, this Agreement provides that Public Trust Lands may not be exchanged unless and until the United States has provided a warranty, or TIDA has obtained a warranty deferral for the lands, approved by the Governor in accordance with Section 9620(h)(3)(C) of Title 42 of the United States Code, and the Commission has made a written finding that sufficient liability measures and implementation measures will be in place upon the completion of the exchange.

AA. TIDA approved this Agreement through TIDA Resolution \_\_\_\_\_, adopted by TIDA on \_\_\_\_\_. The City's Board of Supervisors approved this Agreement through BOS Resolution \_\_\_\_\_, adopted by the Board of Supervisors on \_\_\_\_\_. The Commission approved this agreement at its meeting of \_\_\_\_\_.

## AGREEMENT

In consideration of the foregoing recitals and the following conveyances and terms, the Parties hereby agree as follows:

1. The Establishment of the Trust in the Public Trust Lands. The Trust shall be established in the Public Trust Lands through the following conveyances and acceptances, in accordance with and subject to the phasing procedures described in Section 3, the conditions of closing described in Section 27, and the other terms and conditions of this Agreement:

a. TIDA shall convey, remise, release, and forever quitclaim to the Commission all of TIDA's right, title, and interest in the Public Trust Lands described in **Exhibit A**. The conveyance of Public Trust Lands from TIDA to the State shall be by Quitclaim Deed in the form of **Exhibit G** ("Form of TIDA Quitclaim Deed").

b. The Commission shall accept from TIDA the Public Trust Lands, upon the terms set forth in its Certificate of Acceptance. The Certificate of Acceptance of Public Trust Lands shall be in the form of **Exhibit H** ("Form of Commission Certificate of Acceptance for Public Trust Lands").

c. The Commission shall convey, remise, release, and forever quitclaim, in trust, to TIDA all of the State's right, title, and interest existing by virtue of its sovereignty (including all right, title, and interest conveyed to the Commission by TIDA) in the Public Trust Lands. The conveyance of Public Trust Lands from the Commission to TIDA shall be by Patent in the form of **Exhibit I** ("Form of Patent of Public Trust Lands"), and shall be held by TIDA as sovereign lands subject to the Trust.

d. TIDA shall accept the conveyances from the Commission of the Public Trust Lands upon the terms and conditions set forth in its Certificate of Acceptance. The Certificate of Acceptance shall be in the form of **Exhibit J** ("Form of TIDA Certificate of Acceptance for Public Trust Lands").

2. The Termination of the Trust in the Trust Termination Lands. The Trust shall be terminated in the Trust Termination Lands through the following conveyances and acceptances, in accordance with and subject to the phasing procedures described in Section 3, the conditions of closing described in Section 27, and the other terms and conditions of this Agreement:

a. TIDA shall convey, remise, release, and forever quitclaim to the Commission all of TIDA's right, title, and interest in the Trust Termination Lands described in **Exhibit B**. The conveyance of the Trust Termination Lands from TIDA to the Commission shall be by Quitclaim Deed in the form of **Exhibit G**.

b. The Commission shall accept from TIDA the Trust Termination Lands, upon the terms set forth in its Certificate of Acceptance. The Certificate of Acceptance of Trust Termination Lands shall be in the form of **Exhibit K** ("Form of Commission Certificate of Acceptance for Trust Termination Lands").



TI-YBI Exchange Agreement— DRAFT 3-11-11

c. The Commission shall convey, remise, release, and forever quitclaim to TIDA all of the State's right, title, and interest existing by virtue of its sovereignty (including all right, title, and interest conveyed to the Commission from TIDA) in the Trust Termination Lands. The conveyance of the Trust Termination Lands by the Commission to TIDA shall be by Patent in the form of **Exhibit L** ("Form of Patent for Trust Termination Lands"), and shall specifically release and terminate any Trust interest in said parcels.

d. TIDA shall accept the conveyances from the Commission of the Trust Termination Lands upon the terms and conditions set forth in its Certificate of Acceptance. The Certificate of Acceptance shall be in the form of **Exhibit M** ("Form of TIDA Certificate of Acceptance for Trust Termination Lands.")

3. Closing Phases.

a. The conveyances described in Sections 1 and 2 above shall be effectuated through a series of Closing Phases. The boundaries of the lands to be conveyed in each Closing Phase shall substantially conform to the boundaries in one or more of the Phase Areas depicted in **Exhibit F**. Notwithstanding anything to the contrary in Section 1 or 2, the Parties shall be obligated to convey at each Closing Phase only those portions of the Public Trust Lands and Trust Termination Lands that lie within the Phase Area(s) associated with that Closing Phase.

b. The first Closing Phase shall consist of substantially all of the lands within the area depicted as "Phase Area 1" in **Exhibit F**. Each of the remaining Closing Phases shall consist of substantially all of the lands in one or more of the remaining Phase Areas depicted in **Exhibit F** and may proceed in any order.

c. Notwithstanding paragraphs (a) and (b) of this Section 3, a Closing Phase that does not substantially conform to the Phase Area boundaries in **Exhibit F**, as determined by the Executive Officer in the Executive Officer's sole discretion, may proceed if the Commission approves revised Phase Area boundaries conforming to the proposed Closing Phase and finds that, after each Closing Phase under the revised Phase Area boundaries, the cumulative lands or interests in lands that have been exchanged into the Public Trust will be configured in a way that furthers the purposes of the overall exchange, including, but not limited to, having access to streets as finally configured in the TIDA Property. Following approval by the Commission, the Phase Area boundaries in **Exhibit F** shall be deemed replaced by the revised Phase Area boundaries.

4. Procedures for Parcel Boundary Adjustments. It is anticipated that a number of development approvals within the TIDA Property, including the approval of detailed infrastructure plans, subdivision maps, and parcel maps, will be obtained after the effective date of this Agreement and, in some cases, after the relevant exchange phases have closed. The engineering and design information developed in connection with those approvals will assist in determining the precise location of land parcel boundaries and of project infrastructure, including streets to be held subject to the Public Trust. Accordingly, minor adjustments to the boundaries of the Public Trust Lands or the Trust Termination Lands ("Parcel Boundary Adjustment"), as those boundaries are depicted in the Exhibits to this Agreement, or as they may be described in deeds implementing this Agreement, may become necessary or desirable as more detailed site

## TI-YBI Exchange Agreement— DRAFT 3-11-11

information is developed. A Parcel Boundary Adjustment shall proceed in accordance with the following procedures:

a. TIDA shall request approval of the Parcel Boundary Adjustment from the Commission, which approval shall not be unreasonably delayed or withheld, subject to the review standards set forth in Section 4(b). TIDA shall provide the Commission with any maps, legal descriptions, surveys, or other information necessary to review the proposed Parcel Boundary Adjustment.

b. The Commission may approve a Parcel Boundary Adjustment if it determines that the Parcel Boundary Adjustment, based on final legal descriptions, (1) would not constitute a material change in the parcel boundaries, or (2) would be a material change, but the Commission finds that proposed configuration of Public Trust Lands would nevertheless be substantially similar to the configuration shown in section 12 of the Exchange Act and makes any other findings with respect to the proposed configuration that may be required by the Exchange Act.

c. Following Commission approval, TIDA and the Commission shall cooperate in the actions necessary to effectuate the Parcel Boundary Adjustment, including, as necessary, the preparation of legal descriptions, deeds, and revised exhibits to this Agreement, at TIDA's sole cost and expense. Upon written approval by the Commission and TIDA of revised exhibits reflecting the Parcel Boundary Adjustment approved by the Commission pursuant to this Section 4, the revised exhibits shall be deemed to replace the corresponding exhibits to this Agreement. If an approved Parcel Boundary Adjustment affects a parcel that was previously conveyed in a prior closing under this Agreement, the TIDA and the Commission shall cooperate in undertaking any conveyances, boundary line adjustments, or other actions necessary to effectuate the Parcel Boundary Adjustment as to that parcel.

5. Acknowledgement of United States Warranties and Indemnities. The Parties to this Agreement acknowledge that, through the conveyances described in this Agreement, any and all warranties or indemnities provided by the United States pursuant to the Defense Authorization Act of 1993, Pub. L. 102-484 § 330(a)(1), Defense Base Realignment and Closure Act of 1990, Pub. L. 105-510 § 2901 et seq., and the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9620(h)(3), and pertaining to the release or threatened release of any hazardous substance, pollutant, contaminant, petroleum, or petroleum derivative resulting from Department of Defense activities will, by operation of law, be transferred to the extent provided by applicable law, along with the conveyances of any lands subject to such warranties pursuant to this Agreement to the Commission, TIDA, and any other person or entity that acquires ownership or control of any of the lands conveyed under this Agreement or any portion thereof. The Parties acknowledge that the conveyances described in this Agreement do not cause the grantor to lose any warranty or indemnity provided by the United States.

6. State Minerals Reservation. The Commission excepts from the conveyances made pursuant to Section 1 of this Agreement and reserves unto the State, its successors and assigns, forever, any and all minerals and any and all mineral rights in the lands of every kind and

## TI-YBI Exchange Agreement— DRAFT 3-11-11

character now known to exist or hereafter discovered in the lands hereafter conveyed to TIDA as Public Trust Lands pursuant to this Agreement. Such mineral rights shall include, but are not limited to, oil and gas and rights, together with the sole, exclusive, and perpetual right to explore for, remove, and dispose of those minerals by any means or methods suitable to the State or to its successors and assigns, except that, this reservation shall not include the right of the State or its successors or assigns in connection with any mineral reservation, removal, or disposal activity, to do either of the following: (1) enter upon, use or damage the surface of the lands or interfere with the use of the surface by the grantee or by the grantee's successor, assigns or lessees; or (2) conduct any mining activities of any nature whatsoever above a plane located five hundred (500) feet below the surface of the lands without written permission of TIDA or its successors or assigns.

7. Public Access. Subject to Section 10 of this Agreement, the construction of public streets within the Public Trust Lands shall materially conform to the configuration depicted in **Exhibit N** ("Trust Streets Diagram") and shall proceed such that those portions of such streets adjacent to new development on the Trust Termination Lands are constructed prior to or concurrently with the construction of the adjacent new development.

8. Yerba Buena Island Public Trust Improvements.

a. Consistent with the purposes of the Exchange Act, the Development Plan authorizes the use and improvement of the Public Trust Lands on Yerba Buena Island for Public Trust consistent parks, open space, public access, habitat management, hotels and other public accommodations, and related uses ancillary to the foregoing. Prior to approving any amendments to the Development Plan that would authorize improvements for uses on the Yerba Buena Island Public Trust Lands other than the foregoing uses, or prior to approving improvements that would be inconsistent with the Habitat Management Plan without an amendment of that plan, TIDA shall provide Commission staff with a copy of the proposed amendments, together with sufficient plans and other information to describe the scope and character of the improvements.

b. Within two years of the issuance of the first building permit for new development on Yerba Buena Island, and every three years thereafter for the following nine (9) years, TIDA shall submit to the Commission a report describing the progress made in the implementation of the management zone prescriptions set forth in the Habitat Management Plan.

c. If, within sixty (60) days of a submittal to the Commission pursuant to paragraphs (a) or (b) above, the Executive Officer of the Commission determines that (1) the proposed amendment or the proposed improvement is not consistent with the intent and purposes of the Public Trust or the Exchange Act or (2) progress in the implementation of the management zone prescriptions of the Habitat Management Plan is insufficient and inconsistent with the intent and purposes of the Exchange Act, TIDA and the Commission shall reasonably cooperate in finding a mutually agreeable resolution of the Commission's concerns. TIDA may request review of the Executive Officer's determination by the Commission, in which case the Commission's decision shall supersede the Executive Officer's determination for purposes of this paragraph. Nothing in this paragraph shall limit TIDA's ability to undertake actions consistent with the Public Trust and the Exchange Act, or the Commission's authority to take

legal action to enforce the requirements of the Public Trust and the Exchange Act, in the event the Parties' reasonable efforts fail to result in a mutually agreeable resolution.

d. Concurrently with construction of new vertical development on Blocks Y1, Y2 and Y3 (as those areas are defined in the Development Plan), TIDA shall cause the removal of non-native vegetation to improve, enhance and protect views of San Francisco Bay from the Public Hilltop Areas, and shall maintain the removal of such vegetation, consistent with the applicable non-native vegetation removal policies set forth in the Habitat Management Plan, and subject to applicable federal, state and local law.

9. Building Height Limits. Subject to Section 10 of this Agreement, the construction of new buildings within the Yerba Buena Uplands shall materially conform to the height limits set forth in **Exhibit O** ("Building Height Limits Diagram").

10. Deviations from Exhibit N and Exhibit O. Notwithstanding Sections 7 and 9 of this Agreement, TIDA may approve development that does not materially conform to **Exhibit N** and **Exhibit O** hereto provided that the Commission finds that the proposed development meets the requirements of sections 7(b)(2) and 7(b)(5) of the Exchange Act. TIDA shall not approve development that does not materially conform to **Exhibit N** and **Exhibit O**, nor shall the construction of any such development commence, without obtaining the approval of the Commission in accordance with this paragraph.

11. Job Corps Parcel Lands. The Parties contemplate that all or part of the Job Corps Parcel lands may be transferred out of federal ownership in the future. The Parties agree that, pursuant to the Exchange Act, such lands may be added to or removed from the Trust, as determined by mutual agreement of the Parties, in one or more Closing Phases of this exchange, provided that for each Closing Phase involving Job Corps Parcel lands, the Commission makes the findings required by section 7 of the Exchange Act and the Closing Phase is approved by the Commission and TIDA. Prior to such approval, the Parties shall cause to be prepared necessary revisions to the exhibits to this Agreement to reflect the inclusion of the applicable portions of the Job Corps Parcel in the exchange, which exhibits shall be deemed to replace the existing exhibits upon the approval by both Parties. The Trust shall be terminated in, or established on, any Job Corps Parcel lands to be included in the exchange in the same manner as provided in this Agreement for other Trust Termination Lands and Public Trust lands.

12. Commission Findings. The Commission, effective upon recordation of this Agreement, makes the following findings as required by the Exchange Act and to comply with Article X, section 3 of the California Constitution:

a. The configuration of the Public Trust Lands (i) does not differ significantly from the configuration shown in section 12 of the Exchange Act, (ii) includes all lands within the TIDA Property that are presently below mean high tide and subject to tidal action, and (iii) consists of lands suitable to be impressed with the Trust.

b. The construction of the public streets in the configuration depicted in **Exhibit N** hereto prior to or concurrently with construction of adjacent new development in accordance with Section 7 of this Agreement will ensure that the final configuration of streets

TI-YBI Exchange Agreement— DRAFT 3-11-11

within the TIDA Property will provide access to the Public Trust Lands, and will be consistent with the beneficial use of those lands, including, but not limited to, roadway access to serve the public along the western shoreline of Treasure Island.

c. The value of the lands to be exchanged into the Trust is equal to or greater than the value of the lands to be exchanged out of the Trust, as the exchange is finally configured and phased in this Agreement. Based on the Commission's consideration of the appraisals, legal analyses, and configuration of Public Trust Lands and Trust Termination Lands, the Commission finds that, after each Closing Phase, the cumulative monetary value of all of the lands or interests in lands that have been exchanged into the Trust will be equal to or greater than the cumulative monetary value of all of the lands or interests in lands that have been exchanged out of the Trust, regardless of the manner in which the exchange is phased.

d. The lands to be taken out of the Trust have been filled and reclaimed, are cut off from access to navigable waters, are no longer needed or required for the promotion of the Trust, and constitute a relatively small portion of the tidelands granted by the State within the City. The exchange will not result in substantial interference with Trust uses and purposes, and is consistent with and furthers the purposes of the Trust.

e. Compliance with the building height limits set forth in **Exhibit O** hereto for the construction of new buildings within the Yerba Buena Uplands in accordance with Section 8 of this Agreement will ensure that development on Yerba Buena Island will not significantly obstruct views from Public Hilltop Areas as framed by structures existing as of January 1, 2010.

f. TIDA has approved the exchange and will hold fee title, in trust on behalf of all the citizens of the State, to all lands to be subject to the Trust upon completion of the exchange.

13. Additional Findings. The Commission, effective upon execution and recordation of this Agreement, makes the following additional findings:

a. There is a good faith and bona fide dispute as to the State's interests within the TIDA Property. This Agreement is a compromise of the contested issues of law and evidence upon which the dispute is based, and is in lieu of the costs, delay, and uncertainties of title and boundary litigation, and is consistent with and authorized by the requirements of law.

b. This Agreement is in settlement of a title and boundary dispute and is therefore exempt from the California Environmental Quality Act pursuant to Public Resources Code section 21080.11 and the Subdivision Map Act pursuant to Government Code section 66412(e).

14. Indemnification and Defense of Claims.

a. TIDA shall indemnify, defend and hold harmless the Commission, its officers, agencies, commissions, and employees from and against any and all claims, liability, losses, costs and expenses (collectively "Claims"), including third party Claims and Claims by any



governmental agency, relating to any hazardous materials that, as of the date of close of escrow for a Closing Phase under this Agreement, are located at, on, over, under, or flowing through that portion of the Public Trust Lands to be conveyed in the Closing Phase (collectively "Covered Trust Lands"), provided, however, the obligation to indemnify under this Section shall not apply to the extent that (a) the hazardous materials were present on the Covered Trust Lands during any period (prior to the Closing Phase) in which the State owned the fee in the Covered Trust Lands, or (b) the State or its agents released, generated, treated, stored, used, disposed of, deposited, abandoned or exacerbated the hazardous materials affecting the Covered Trust Lands. TIDA and the Commission agree that if the Commission is a named insured in a pollution liability insurance policy obtained by TIDA, the obligation to indemnify the Commission under this Section shall not become effective unless and until any proceeds from the policy are exhausted. TIDA and Commission further agree to reasonably cooperate to seek any and all available remedies against the United States in connection with the warranties and indemnities described in Section 5, and that the obligation to indemnify the Commission under this Section shall not become effective unless and until all such remedies have been exhausted. The obligation to indemnify under this Section shall terminate on the January 1, 2040, except that with respect to any Closing Phase that closes on or after January 1, 2025, the obligation to indemnify shall terminate 15 years following the date of close of escrow on that Closing Phase; provided, however, that in either event, the obligation shall not terminate as to Claims asserted in an action filed prior to the termination date.

b. The Parties agree to use reasonable efforts to defend this Agreement, any deed, patent, agreement, or other instrument executed pursuant thereto, and any decision made by a Party to approve the foregoing, including the approval of any required findings related thereto, in any legal action challenging the validity or legality thereof. In any such action, TIDA shall reimburse the Commission for all reasonable costs incurred in connection with such action, including but not limited to reasonable staff time and attorneys fees incurred by the Commission, and including but not limited to any award of attorney fees made by a court of competent jurisdiction against the Commission, on such reasonable terms and conditions as the Parties may establish by separate agreement; provided, however, that TIDA's obligation to reimburse a Party shall apply only to the extent that Party agrees to allow TIDA to lead the defense (including a defense to an action in which TIDA is not a party), reasonably cooperates therein, and does not take a position materially adverse to TIDA; and provided further that the fee or expense (including any liability for an attorneys fees award) was incurred in connection with a claim that is part of the defense of the Party and TIDA. Nothing in this section limits the discretion of the Commission, at its sole cost and expense, to conduct its own defense, take the lead in its own defense, or take a position materially adverse to TIDA.

15. Acceptance of Conveyances and Consent to Recording. By their execution of this Agreement, the Parties each agree to accept the conveyance of rights, titles, and interests in land referred to in this Agreement and consent to the recording of this Agreement and other documents executed pursuant to this Agreement.

16. Further Assurances. So long as authorized by applicable laws to do so, the Parties will perform such other acts, and execute, acknowledge and deliver all further conveyances and other instruments that may be necessary to fully assure to the other Parties all of the respective

properties, rights, titles, interests, remedies, powers and privileges to be conveyed or provided for by this Agreement.

17. Execution Before a Notary Public. All signatures of the Parties to this Agreement and all deeds and other instruments of conveyance executed pursuant to this Agreement shall be acknowledged before a Notary Public and a certificate of acknowledgment shall be attached to the executed Agreement and other documents to allow them to be recorded in the Office of the Recorder of the City and County of San Francisco, California. The Governor's signature shall be attested to by the Secretary of State.

18. Agreement for Compromise and Settlement. It is expressly understood by the Parties that the provisions set forth in this Agreement have been agreed upon for purposes of compromising and settling disputed interests in the Public Trust Lands and Trust Termination Lands.

19. No Admission or Effect if Agreement Not Made Effective. In the event this Agreement does not become effective, or becomes effective but is declared by a final non-appealable judgment of a court of competent jurisdiction to be invalid, nothing in it shall constitute, or be construed as, an admission by any Party hereto or evidence concerning the boundaries, physical character, or character of title or interest in the TIDA Property.

20. No Effect on Other Lands. The provisions of this Agreement do not constitute, nor are they to be construed as, an admission by any Party or evidence concerning the boundaries, physical character, or character of title to or interest in any lands outside the TIDA Property.

21. No Determination of Trust Consistency. Nothing in this Agreement shall be construed as a determination by the Commission regarding the Public Trust consistency of the Development Plan or any use of the Public Trust Lands authorized by the Development Plan.

22. Agreement Binding on Successors. All the terms, provisions, and condition of this Agreement shall be binding upon and inure to the benefit of the respective heirs, administrators, executors, successors, and assigns of the Parties.

23. Modification. No modification, amendment, or alteration of this Agreement shall be valid unless in writing and signed by the Parties to this Agreement.

24. No Effect on Other Government Jurisdiction. This Agreement has no effect whatsoever on the regulatory, environmental or other jurisdiction of any federal, state, local, or other government entity not a party to this Agreement.

25. Headings. The title headings of the sections of this Agreement are inserted for convenience only and shall not be considered in construing this Agreement.

26. Initiation of Closing. Closing Phases will be initiated by TIDA. TIDA shall initiate a Subsequent Closing Phase by establishing an escrow in San Francisco with a title company agreed upon by the Parties and providing written notice to the Executive Officer of the

Commission. The notice shall include legal descriptions for the lands to be conveyed in the Subsequent Closing Phase, a list of all documents required to close escrow with required signatories indicated, and drafts of all deeds, instruments, certificates of acceptance, title commitments, and other documents that are required for the closing and are within TIDA's responsibility and control. The Parties shall use commercially reasonable efforts to close within one hundred and twenty (120) days of receipt of the notice.

27. Legal Descriptions. The Parties shall reasonably cooperate to obtain mutually acceptable legal descriptions for the parcels subject to each Closing Phase. It is a condition precedent to a Party's obligation to close escrow for the conveyance or acceptance of real property by that Party that the other Party has agreed on the legal description for the real property.

28. Deposits into Escrow.

a. At each Closing Phase, the Commission shall deposit the following documents into escrow:

i. A certified copy of the Minute Item for Calendar Item No. \_\_\_\_ of the Commission public hearing on \_\_\_\_\_, showing the Commission's approval of this Agreement and the Commission's authorization that this Agreement and the patents and certificates of acceptance be executed and delivered to the Escrow Agent on the Commission's behalf;

ii. This Agreement, duly and properly executed by the Commission;

iii. A written approval by the Commission of the condition of title to the portion of the Public Trust Lands included in the Closing Phase as shown in pro forma title commitments in coverage amounts acceptable to the Commission;

iv. A certificate of acceptance in the form attached hereto as **Exhibit K** accepting conveyance from TIDA of the portion of the Trust Termination Lands included in the Closing Phase;

v. A certificate of acceptance in the form attached hereto as **Exhibit H** accepting conveyance from TIDA of the portion of the Public Trust Lands included in the Closing Phase;

vi. A patent in the form attached hereto as **Exhibit L** transferring to TIDA the portion of the Trust Termination Lands included in the Closing Phase, free of the Trust, duly and properly executed by the Commission; and

vii. A patent in the form attached hereto as **Exhibit I** transferring to TIDA the portion of the Public Trust Lands included in the Closing Phase, duly and properly executed by the Commission.



TI-YBI Exchange Agreement— DRAFT 3-11-11

- b. At each Closing Phase, TIDA shall deposit the following documents into escrow:
- i. A certified copy of TIDA Resolution \_\_\_\_\_ adopted on \_\_\_\_\_, and the Board of Supervisors Resolution \_\_\_\_\_ adopted on \_\_\_\_\_, approving this Agreement and authorizing that it be executed on behalf of TIDA;
  - ii. This Agreement duly and properly executed by TIDA;
  - iii. A written approval by TIDA of the condition of title to the portion of the Public Trust Lands and the Trust Termination Lands included in the Closing Phase, as shown in pro forma title commitments in coverage amounts acceptable to TIDA;
  - iv. A quitclaim deed from TIDA, in the form attached hereto as **Exhibit G**, transferring to the Commission all of TIDA's right, title and interest in the portion of the Trust Termination Lands included in the Closing Phase, duly and properly executed by TIDA;
  - v. A quitclaim deed from TIDA, in the form attached hereto as **Exhibit G**, transferring to the Commission all of TIDA's right, title and interest in the portion of the Public Trust Lands included in the Closing Phase, duly and properly executed by TIDA;
  - vi. A certificate of acceptance from TIDA, in the form attached hereto as **Exhibit J**, accepting conveyance from the Commission of the portion of the Public Trust Lands included in the Closing Phase; and
  - vii. A certificate of acceptance from TIDA, in the form attached hereto as **Exhibit M**, accepting conveyance from the Commission of the portion of the Trust Termination Lands included in the Closing Phase.
- c. For any Closing Phase for which Commission approval is required by this Agreement, the Commission shall additionally deposit into escrow a certified copy of the minute item reflecting the required approval.
- d. The Parties shall submit to the escrow agent joint escrow instructions substantially conforming to the foregoing, together with any supplemental instructions necessary to effectuate the intent of this Agreement as may be agreed to in writing by the Parties.

29. Conditions Precedent to Closing.

- a. Commission's Condition Precedent. The following is a condition precedent to the obligation of the Commission to close escrow for the conveyance of real property from the Commission to TIDA under this Agreement:
- i. Hazardous Materials Remediation. The Commission shall have made a finding that one of the following has occurred with respect to the real property to be conveyed at the closing:

(1) All remedial action necessary to protect human health and the environment with respect to hazardous substances on the land has been completed as determined by the United States Environmental Protection Agency, the California Department of Toxics Substances Control, and the Regional Water Quality Control Board, pursuant to the Federal Facilities Agreement for the Naval Station Treasure Island dated September 29, 1992, as amended, and the United States has provided a warranty in accordance with Section 9620(h)(3)(A) of Title 42 of the United States Code.

(2) The United States has obtained a warranty deferral, approved by the Governor in accordance with Section 9620(h)(3)(C) of Title 42 of the United States Code, involving land for which the Commission has determined to execute a certificate of acceptance of title. Prior to approving a warranty deferral, the Governor, the California Department of Toxics Substances Control, and the Regional Water Quality Control Board shall confer and consult with the Commission to reasonably ensure that the terms of the warranty deferral and underlying documents and agreements provide sufficient standards and financial assurances to ensure that the remediation of any affected Public Trust Lands will be completed in a manner consistent with the intended public trust use of these lands and in a reasonable period of time.

b. TIDA's Condition Precedent. The following is a condition precedent to the TIDA's obligation to close escrow for the conveyance of real property from TIDA to the Commission under this Agreement:

i. TIDA Fee Title. TIDA shall have acquired from the United States fee title to all that portion of the real property to be conveyed by TIDA at the closing. Nothing in this Agreement shall be construed as creating an obligation on the part of TIDA to acquire or accept real property from any third party fee owners, including but not limited to the United States.

c. Mutual Conditions Precedent. The following are conditions precedent to each Party's obligation to close escrow for the conveyance of the applicable real property under this Agreement:

i. Title Condition. Each Party to receive title to real property under this Agreement shall have approved the condition of title and the form of title insurance to be issued by the title company, in the amount of coverage reasonably requested, which approval shall not be unreasonably withheld.

ii. Physical Condition. Each party to receive title to real property under this Agreement shall have approved the physical condition of the property, which approval shall not be unreasonably withheld.

30. Close of Escrow and Recordation. The joint escrow instructions for each Closing Phase shall direct the escrow agent to notify the Parties, upon the agent's receipt of all documents listed and described in the escrow instructions, of its intention to close escrow and to record this Agreement, if not already recorded, and all deeds and patents pertaining to that closing, in the manner specified in, and subject to the requirements of, the escrow instructions.

**TI-YBI Exchange Agreement— DRAFT 3-11-11**

31. Judicial Confirmation of Validity of Settlement. TIDA may choose to submit the settlement embodied in this Agreement to a court of competent jurisdiction to confirm the validity of the settlement by court judgment pursuant to Code of Civil Procedure sections 760.010 through 764.080, inclusive, and section 11 of the Exchange Act. The Commission shall cooperate with TIDA in obtaining such a confirmatory judgment. Upon entry of a judgment confirming the validity of the settlement embodied in this Agreement, each party shall be deemed to have waived any right to appeal from such judgment.

32. Effect of a Judicial Finding of Invalidity. A judicial determination that any portion of this Agreement is invalid shall not invalidate the remainder. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the Parties shall amend this Agreement and/or take other action necessary to achieve the intent of this Agreement in a manner consistent with the ruling of the court.

33. Effect of Shoreline Movement.

a. The boundaries to be established pursuant to the conveyances contemplated by this Agreement, including the boundaries between lands subject to the Public Trust and lands free of the Public Trust, are intended to be fixed and not subject to change by erosion, accretion, reliction or submergence whether due to natural or artificial causes. However, nothing in this Agreement is intended to increase or diminish, under existing law, (1) any rights the public may obtain, by operation of law, over lands that become submerged or subject to the ebb and flow of the tide, due to sea level rise or other cause, so long as such conditions exist, or (2) any rights that an owner of uplands may have to undertake protective measures to prevent the foregoing conditions from occurring, or to reclaim uplands that have been subjected to the foregoing conditions, including but not limited to any rights pursuant to Civil Code Section 1015.

b. Nothing in this Agreement obligates the Commission to protect or cause to be protected any privately held uplands, including, but not limited to, constructing or causing to be constructed any protective structures that benefit any privately held uplands. Further, neither TIDA, in its capacity as trustee of the Public Trust, nor the Commission shall in any manner be liable to the owners of upland properties within the TIDA Property for failure to provide protection against sea level rise.

34. Agreement Not To Encumber. Except to the extent consistent with the purposes of this Agreement, or as otherwise provided herein, none of the Parties shall sell, transfer, assign, mortgage, pledge, or hypothecate, whether by operation of law or otherwise, any of their respective rights, title, or interests in or to those Public Trust Lands or Trust Termination Lands (or portions thereof) to be transferred in a Closing Phase prior to the consummation of the transfers of those parcels (or portions thereof) as provided for herein, without the prior written consent of the Party to receive fee title following consummation of the transfer. Notwithstanding the foregoing, as required under the Economic Development Conveyance Memorandum of Agreement ("EDC MOA") between TIDA and the United States, TIDA may grant to the United States an assignment of rents encumbering the rents, issues and profits payable under interim leases of the TIDA Property, as security for the payment of consideration due to the United States

under the EDC MOA. For purposes of this section, a lease or other grant of rights in the Public Trust Lands that is authorized by the Conversion Act or the Exchange Act shall be deemed consistent with the purposes of this Agreement.

35. Subsequent Transfers. Following vesting of any Public Trust Lands in TIDA pursuant to Section 1 of this Agreement, the title interests held by TIDA in such Public Trust Lands through the Conversion Act Trust may not be sold or otherwise conveyed or transferred, except as permitted by the Conversion Act or other provision of law.

36. Allocation of Costs and Expenses. TIDA shall pay the expenses and fees of the escrow agent, including those costs associated with document preparation and recordation of this Agreement, its deeds and patents, and any associated documents. TIDA shall also pay expenses and fees associated with any title insurance policy for the Trust Termination Lands. All other fees, costs and expenses of any attorney, engineer or other person employed or retained by a Party in connection with the transactions underlying this Agreement shall be borne by the Party incurring the fee or expense, except as the Parties may otherwise agree.

37. Notice: Any notice required pursuant to this Agreement shall be in writing and given by delivering the notice in person, by commercial courier, or by sending it by registered or certified mail, or overnight mail, return receipt requested, with postage to the addresses shown below or to such other address as the applicable Party may provide. For the convenience of the Parties, notice also may be given by facsimile in addition to one of the above methods, at the numbers listed below:

**Commission:**

State Lands Commission  
100 Howe Avenue, Suite 100 South  
Sacramento, CA 95825-8202  
Attn: Chief Counsel  
Facsimile: 916-574-1855

**With copies to:**

Office of the Attorney General  
State of California  
1515 Clay Street, 20<sup>th</sup> Floor  
Oakland, CA 94612  
Attn: Joseph Rusconi, Deputy Attorney General, Land Law Section  
Facsimile: 510-622-2270

**TIDA:**

Treasure Island Development Authority  
c/o Office of Economic and Workforce Development  
City Hall, Room 448  
San Francisco, CA 94102  
Attn: Treasure Island Redevelopment Project Director  
Facsimile: 415-554-6018

**With copies to:**

Office of the City Attorney  
City Hall, Room 234  
San Francisco, CA 94102  
Attn: Lead Attorney, Real Estate and Finance Team  
Facsimile: 415-554-4755

38. Approvals and Consents. Unless otherwise provided in this Agreement, whenever an approval, consent or satisfaction is required of a Party, the approval, consent or satisfaction shall be given on behalf of the Party by the representative(s) listed below:

a. If the Party is the Commission: by the Commission, as may be evidenced by appropriate document executed by the Executive Officer of the Commission.

b. If the Party is TIDA: by the Executive Director of TIDA.

39. Correction of Technical Errors. If by reason of inadvertence, and contrary to the intention of the Parties, errors are made in this Agreement, in a legal description or the reference to or within any exhibit with respect to a legal description, in the boundaries of any parcel in any map or drawing which is an exhibit, or in the typing of this Agreement or any of its exhibits, the Parties affected by the error by mutual agreement may correct such error by memorandum executed by them without the necessity of amendment of this Agreement.

40. Effective Date. This Agreement shall become effective upon execution by all Parties and the Governor. For purposes of bringing a validation action under Section 29, this Agreement shall be deemed entered into upon execution by the Executive Officer of the Commission, who shall be the last to sign prior to the signature of the Governor.

41. Exhibits A through O. Exhibits A through O inclusive, are attached to this Agreement and are incorporated by reference as parts of it.

To witness this Agreement, a duly authorized officer of each Party has executed it below on the date opposite each signature.

STATE OF CALIFORNIA  
STATE LANDS COMMISSION

DATED: \_\_\_\_\_

By: \_\_\_\_\_

Executive Officer

Approved as to form:

Attorney General  
State of California

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
Joseph Rusconi  
Deputy Attorney General

TREASURE ISLAND DEVELOPMENT  
AUTHORITY

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
President of the Board of Directors

Approved as to form:

DENNIS J. HERRERA,  
City Attorney

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy City Attorney

IN APPROVAL WHEREOF, I,  
\_\_\_\_\_, Governor of the State of  
California, have set my hand and caused the  
Seal of the State of California to be hereunto  
affixed pursuant to section 6107 of the  
Public Resources Code of the State of  
California. Given under my hand at the City  
of Sacramento this \_\_\_\_\_, 2011.

\_\_\_\_\_  
Edmund G. Brown, Jr.  
Governor, State of California

Attest:  
SECRETARY OF STATE

By: \_\_\_\_\_  
Secretary of State

STATE OF CALIFORNIA  
CITY AND COUNTY OF SAN FRANCISCO

On \_\_\_\_\_, 2011, before me,  
\_\_\_\_\_, personally appeared \_\_\_\_\_,  
personally known to me to be the person whose name is subscribed to the within instrument, and  
acknowledged to me that he executed the same in his authorized capacity, and that by his  
signature on the instrument the person or entity on behalf of which the person acted executed the  
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
SIGNATURE OF NOTARY



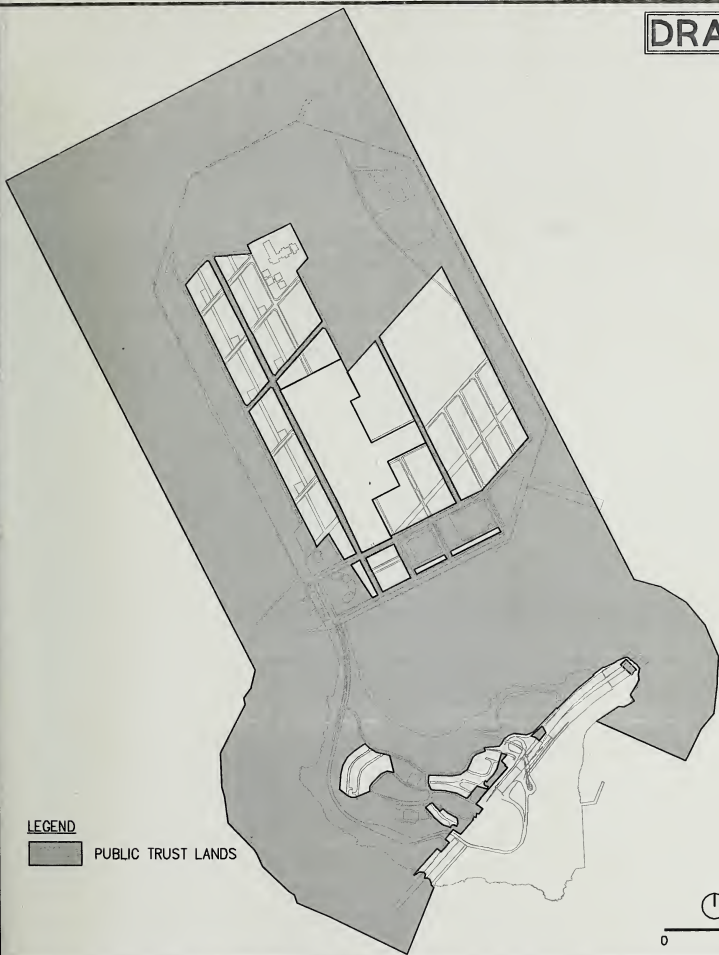
**Exhibit A**  
**Legal Description**  
**Public Trust Lands**

All that certain real property situated in the City and County of San Francisco, State of California, described as follows:

[description to be inserted following survey]

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**DRAFT**



**LEGEND**



PUBLIC TRUST LANDS



0 1200



ENGINEERS / SURVEYORS / PLANNERS

Subject **EXHIBIT A – ILLUSTRATIVE PLAT ACCOMPANYING LEGAL  
DESCRIPTION OF PUBLIC TRUST LANDS**

Job No. **20060077-10**

By **LKY** Date **3/11/11** Chkd. **TMA** Sheet **1** of **1**

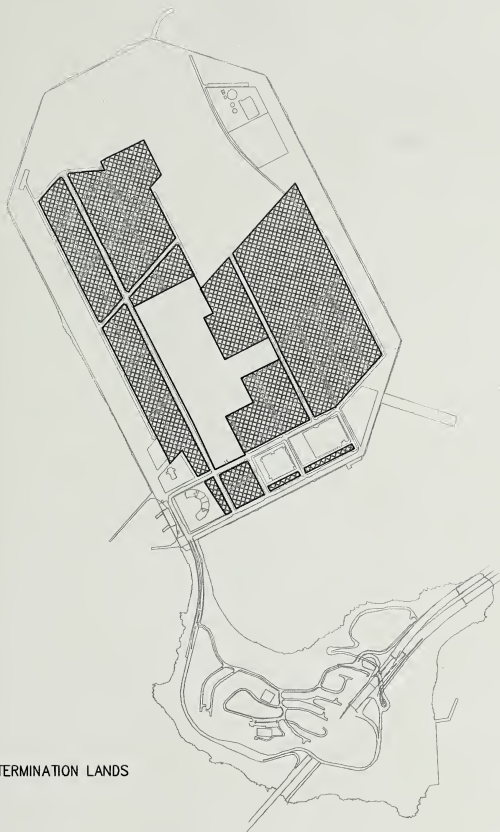
**Exhibit B**  
**Legal Description**  
Trust Termination Lands

All that certain real property situated in the City and County of San Francisco, State of California, described as follows:

**[description to be inserted following survey]**

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DRAFT



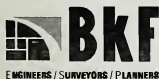
LEGEND



TRUST TERMINATION LANDS



0 1200



Subject EXHIBIT B - ILLUSTRATIVE PLAT ACCOMPANYING LEGAL  
DESCRIPTION OF TRUST TERMINATION LANDS

Job No. 20060077-10

By LKY Date 3/11/11 Chkd. TMA Sheet 1 of 1

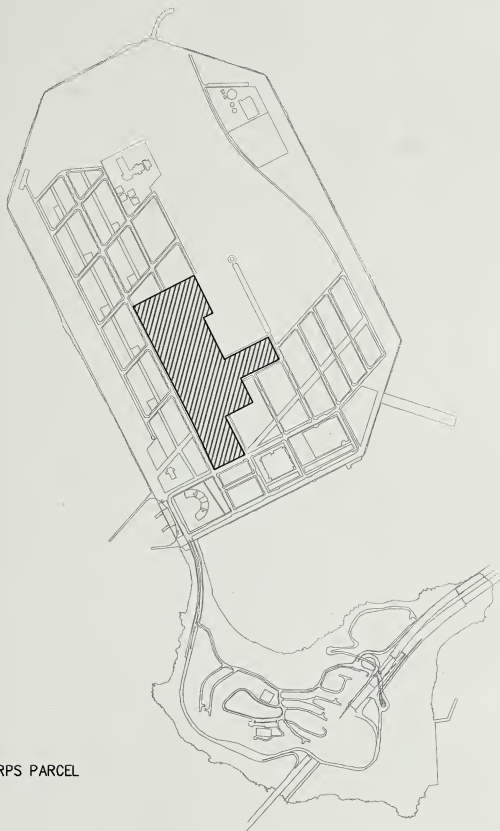
**Exhibit C**  
**Legal Description**  
**Job Corps Parcel**

All that certain real property situated in the City and County of San Francisco, State of California, described as follows:

**[description to be inserted following survey]**

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**DRAFT**



**LEGEND**



JOB CORPS PARCEL



ENGINEERS / SURVEYORS / PLANNERS

Subject **EXHIBIT C - ILLUSTRATIVE PLAT ACCOMPANYING LEGAL  
DESCRIPTION OF JOB CORPS PARCEL**

Job No. 20060077-10

By LKY Date 3/11/11 Chkd. TMA Sheet 1 of 1

**Exhibit D**  
**Legal Description**  
Yerba Buena Uplands

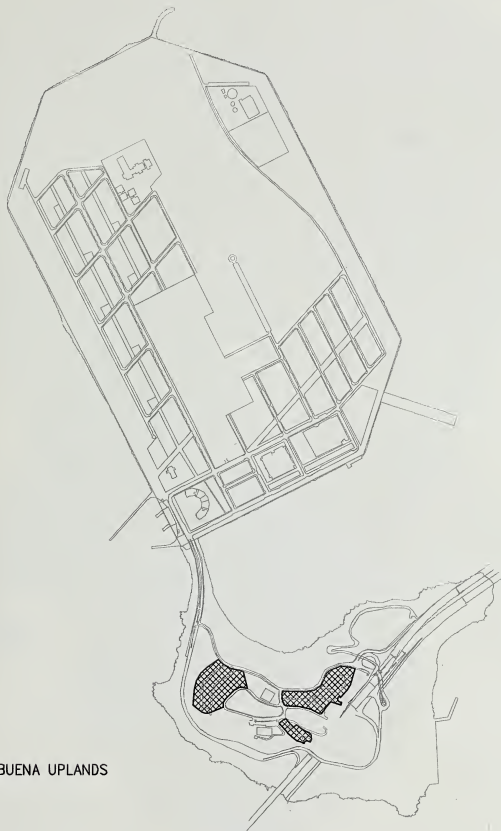
All that certain real property situated in the City and County of San Francisco, State of California, described as follows:

**[description to be inserted following survey]**

P:\TIDA\Exchange Agrmt Exhibits\3 10 11 versions\Exh D Legal Desc- YB Uplands.doc



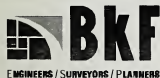
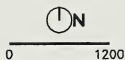
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LEGEND



YERBA BUENA UPLANDS

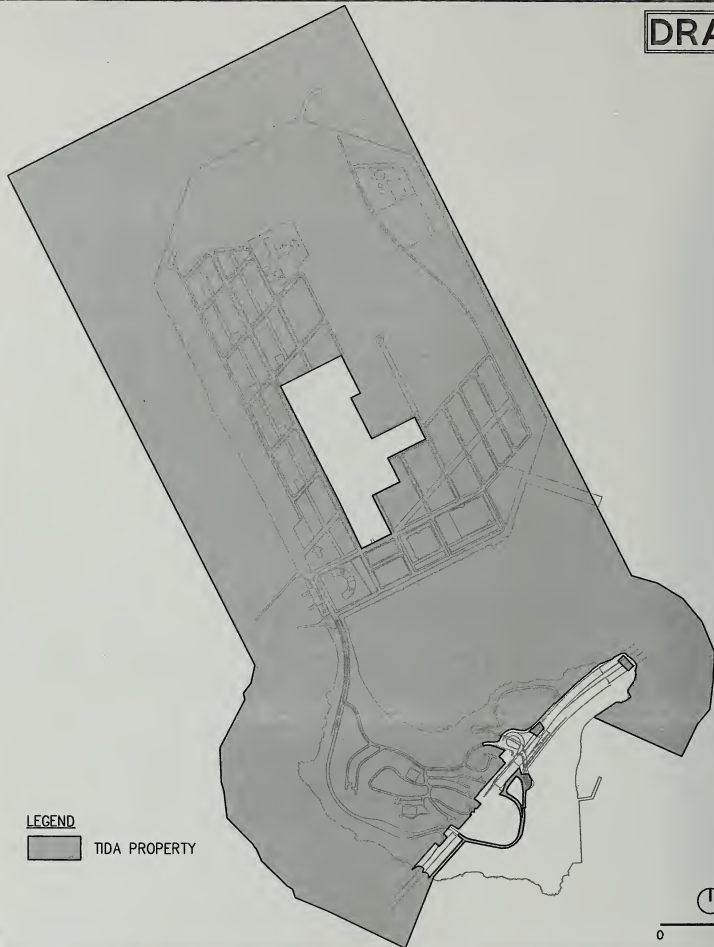


Subject EXHIBIT D - ILLUSTRATIVE PLAT ACCOMPANYING LEGAL  
DESCRIPTION OF YERBA BUENA UPLANDS

Job No. 20060077-10

By LKY Date 3/11/11 Chkd. TMA Sheet 1 of 1

DRAFT



LEGEND



TIDA PROPERTY



0 1200



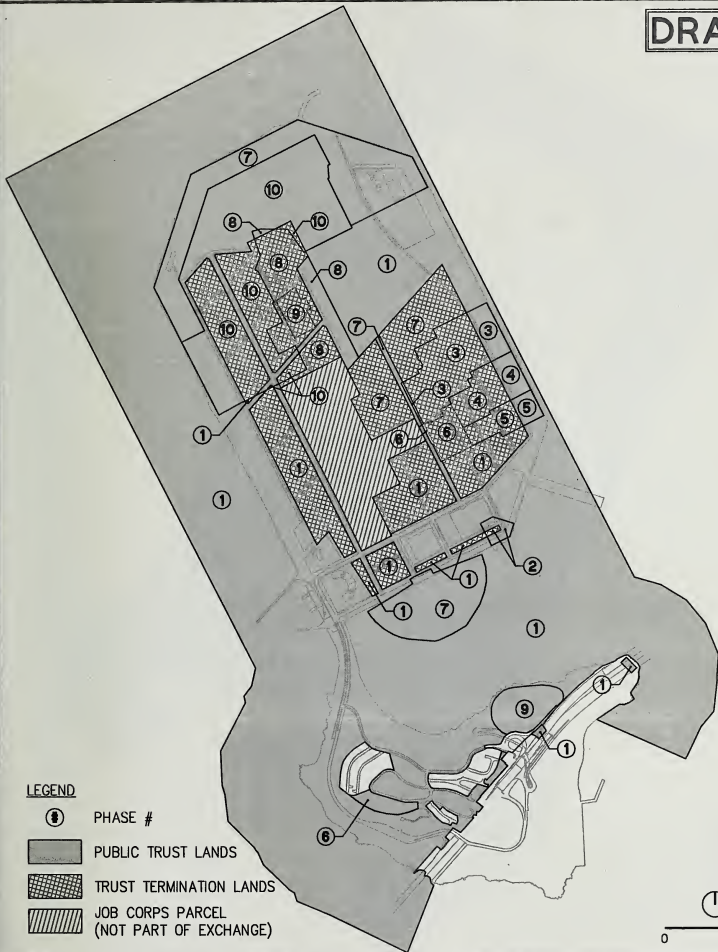
ENGINEERS/SURVEYORS/PLANNERS

Subject EXHIBIT E - ILLUSTRATIVE PLAT OF TIDA PROPERTY

Job No. 20060077-10

By LKY Date 3/11/11 Chkd. TMA Sheet 1 of 1

DRAFT



LEGEND

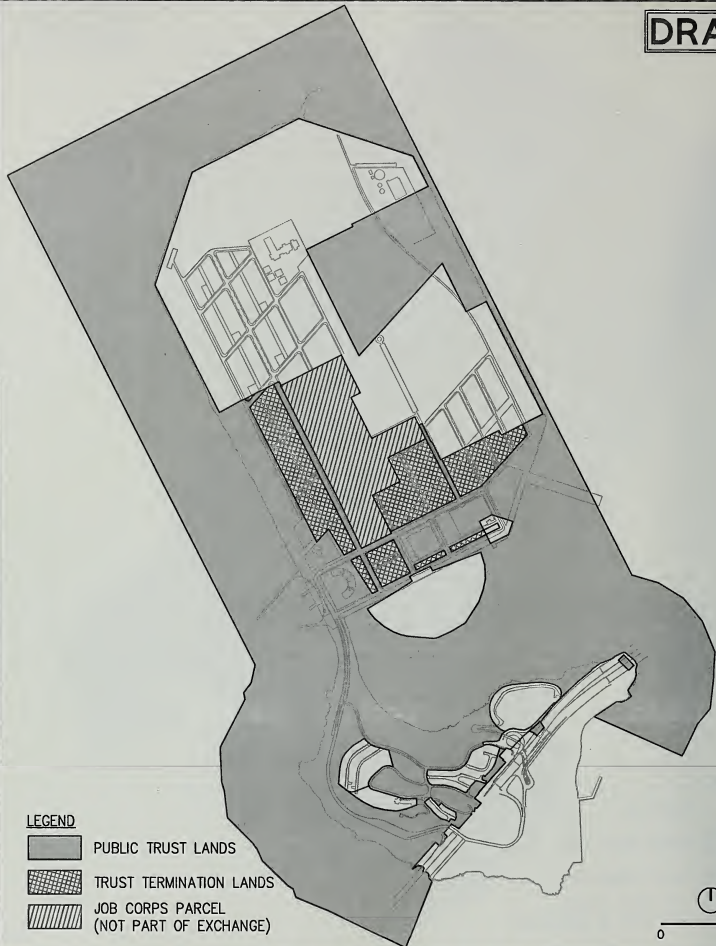
① PHASE #

PUBLIC TRUST LANDS

TRUST TERMINATION LANDS

JOB CORPS PARCEL  
(NOT PART OF EXCHANGE)

DRAFT



LEGEND



PUBLIC TRUST LANDS



TRUST TERMINATION LANDS



JOB CORPS PARCEL  
(NOT PART OF EXCHANGE)



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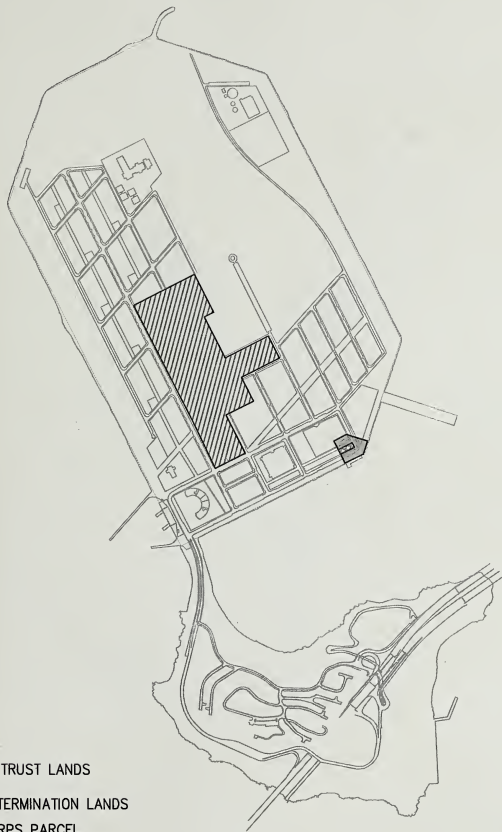
ENGINEERS / SURVEYORS / PLANNERS

Subject EXHIBIT F - ILLUSTRATIVE PLAT OF PHASE AREAS  
PHASE 1

Job No. 20060077-10

By JNN Date 3/11/11 Chkd. TMA Sheet 2 of 11

DRAFT



LEGEND



PUBLIC TRUST LANDS



TRUST TERMINATION LANDS

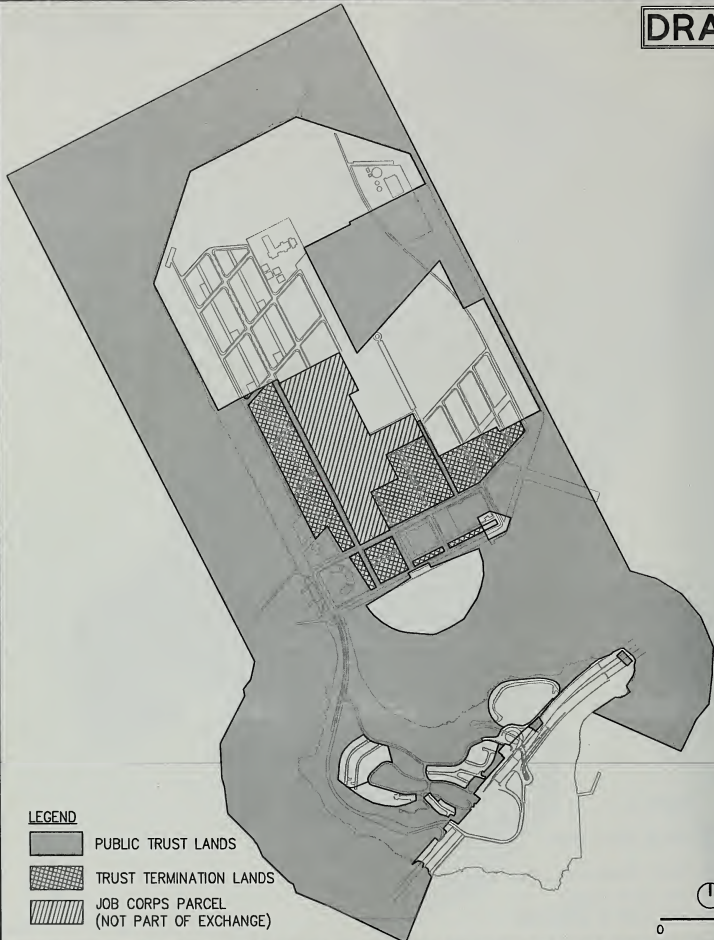


JOB CORPS PARCEL  
(NOT PART OF EXCHANGE)



0 1200

DRAFT



LEGEND



PUBLIC TRUST LANDS



TRUST TERMINATION LANDS



JOB CORPS PARCEL  
(NOT PART OF EXCHANGE)



0 1200



ENGINEERS / SURVEYORS / PLANNERS

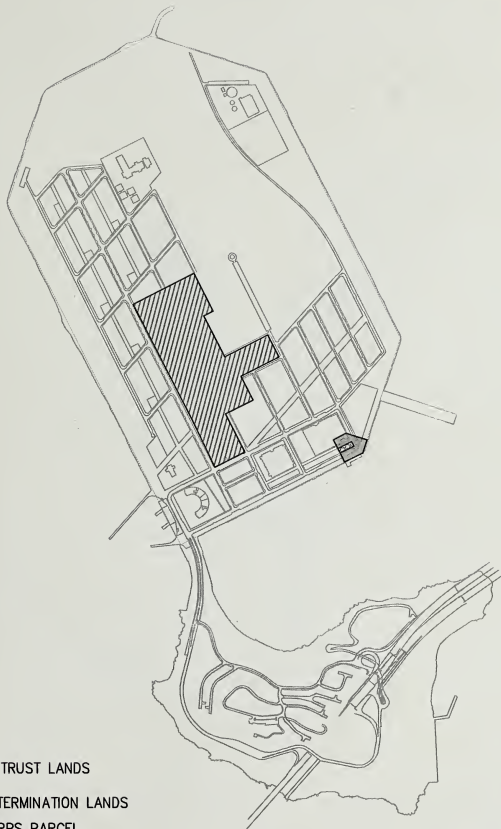
Subject **EXHIBIT F - ILLUSTRATIVE PLAT OF PHASE AREAS**  
**PHASE 1**

Job No. 20060077-10

By JNN Date 3/11/11 Chkd. TMA Sheet 2 of 11



DRAFT



LEGEND



PUBLIC TRUST LANDS



TRUST TERMINATION LANDS

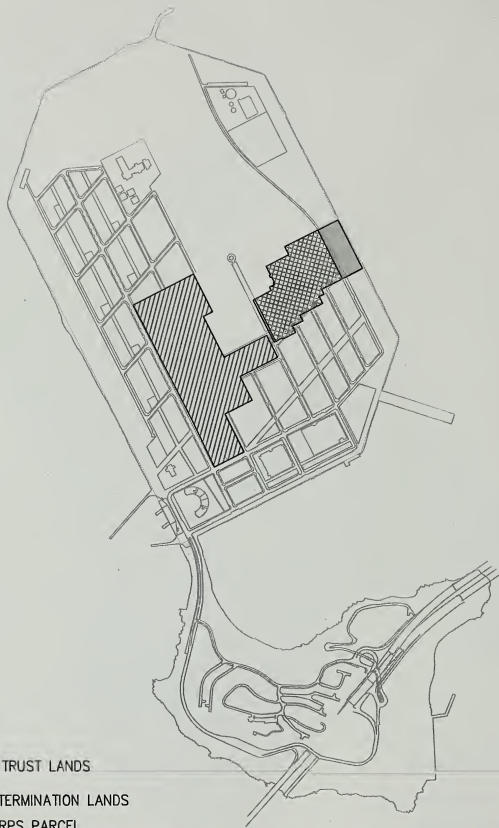


JOB CORPS PARCEL  
(NOT PART OF EXCHANGE)



0 1200

DRAFT



LEGEND



PUBLIC TRUST LANDS



TRUST TERMINATION LANDS



JOB CORPS PARCEL  
(NOT PART OF EXCHANGE)



0 1200



ENGINEERS / SURVEYORS / PLANNERS

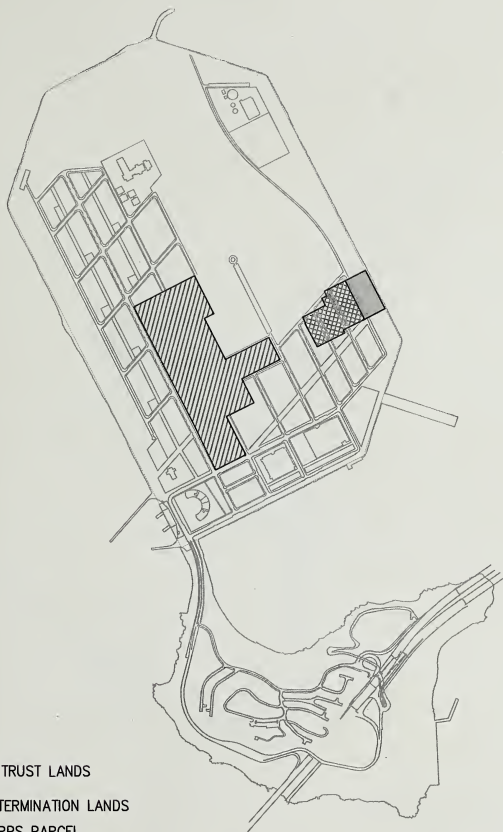
Subject **EXHIBIT F - ILLUSTRATIVE PLAT OF PHASE AREAS**  
**PHASE 3**

Job No. 20060077-10

By JNN Date 3/11/11 Chkd. TMA Sheet 4 of 11



DRAFT



LEGEND



PUBLIC TRUST LANDS



TRUST TERMINATION LANDS

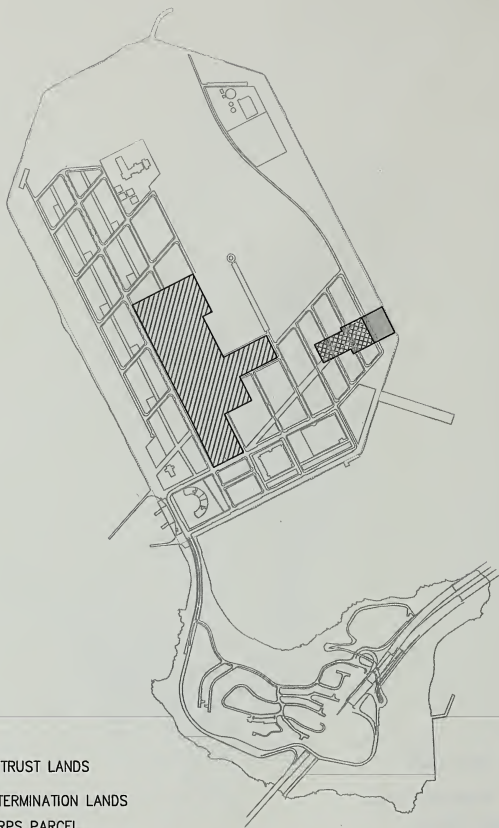


JOB CORPS PARCEL  
(NOT PART OF EXCHANGE)



0 1200

DRAFT



LEGEND



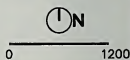
PUBLIC TRUST LANDS



TRUST TERMINATION LANDS



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(NOT PART OF EXCHANGE)

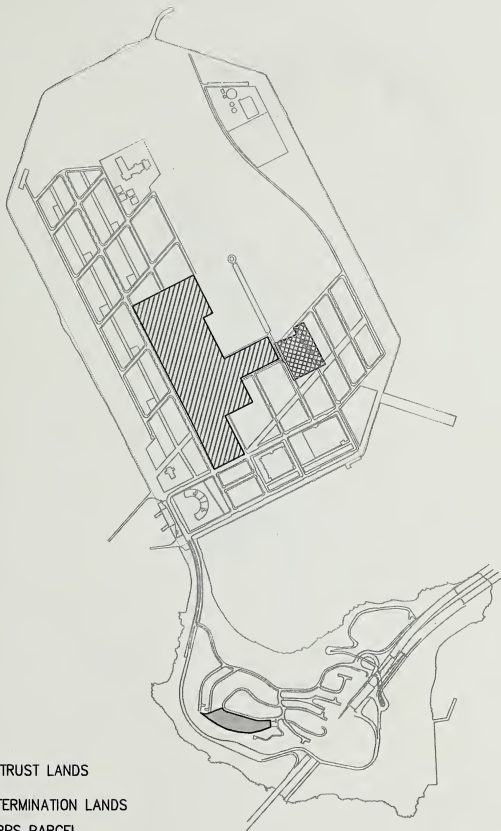


Subject EXHIBIT F - ILLUSTRATIVE PLAT OF PHASE AREAS  
PHASE 5

Job No. 20060077-10

By JNN Date 3/11/11 Chkd. TMA Sheet 6 of 11

DRAFT



LEGEND



PUBLIC TRUST LANDS



TRUST TERMINATION LANDS



JOB CORPS PARCEL  
(NOT PART OF EXCHANGE)



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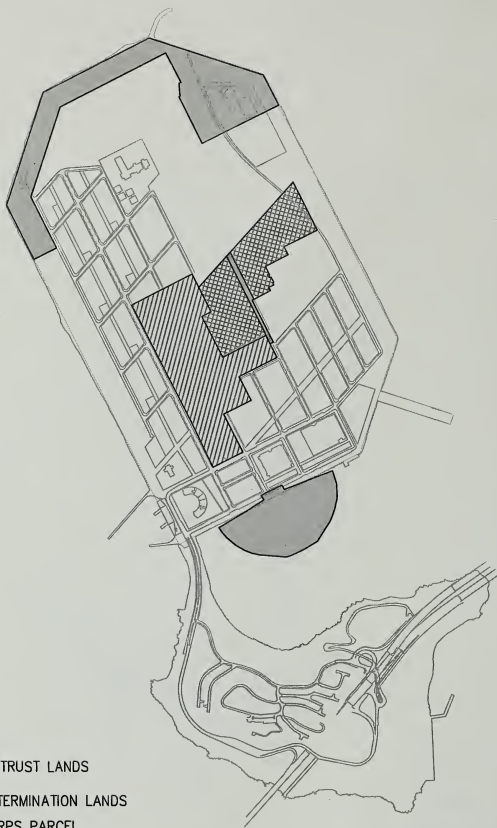


Subject EXHIBIT F - ILLUSTRATIVE PLAT OF PHASE AREAS  
PHASE 6

Job No. 20060077-10

By JNN Date 3/11/11 Chkd. TMA Sheet 7 of 11

DRAFT



LEGEND



PUBLIC TRUST LANDS



TRUST TERMINATION LANDS



JOB CORPS PARCEL  
(NOT PART OF EXCHANGE)



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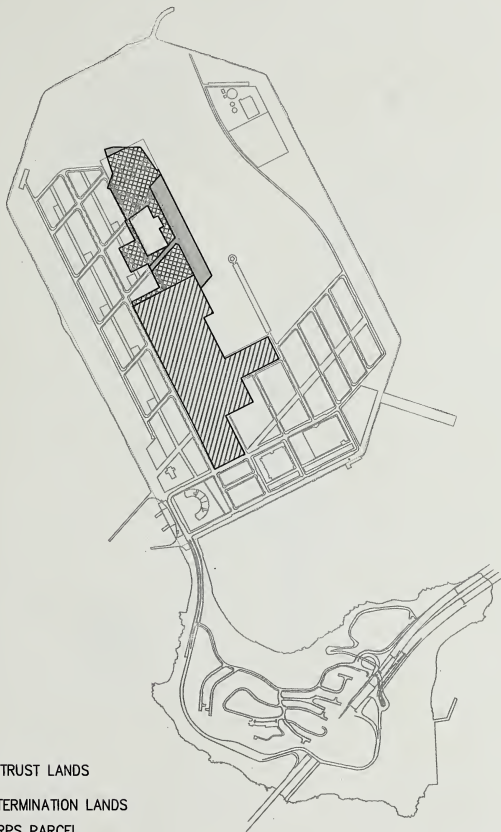


Subject EXHIBIT F - ILLUSTRATIVE PLAT OF PHASE AREAS  
PHASE 7

Job No. 20060077-10

By JNN Date 3/11/11 Chkd. TMA Sheet 8 of 11

DRAFT



LEGEND



PUBLIC TRUST LANDS



TRUST TERMINATION LANDS



JOB CORPS PARCEL  
(NOT PART OF EXCHANGE)



0 1200



ENGINEERS/SURVEYORS/PLANNERS

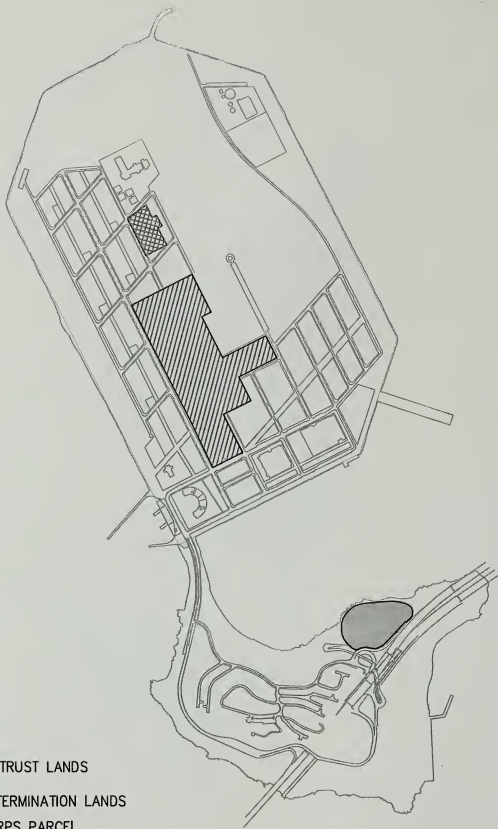
Subject EXHIBIT F - ILLUSTRATIVE PLAT OF PHASE AREAS

PHASE 8

Job No. 20060077-10

By JNN Date 3/11/11 Chkd. TMA Sheet 9 of 11

DRAFT



LEGEND



PUBLIC TRUST LANDS



TRUST TERMINATION LANDS



JOB CORPS PARCEL  
(NOT PART OF EXCHANGE)



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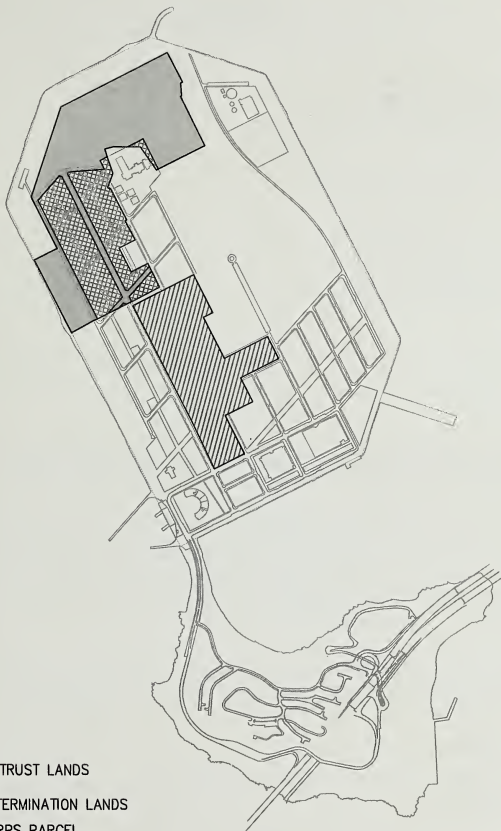
ENGINEERS / SURVEYORS / PLANNERS

Subject **EXHIBIT F - ILLUSTRATIVE PLAT OF PHASE AREAS**  
**PHASE 9**

Job No. 20060077-10

By JNN Date 3/11/11 Chkd. TMA Sheet 10 of 11

DRAFT



LEGEND



PUBLIC TRUST LANDS



TRUST TERMINATION LANDS



JOB CORPS PARCEL  
(NOT PART OF EXCHANGE)



0 1200



Subject EXHIBIT F - ILLUSTRATIVE PLAT OF PHASE AREAS

PHASE 10

Job No. 20060077-10

By JNN Date 3/11/11 Chkd. TMA Sheet 11 of 11



**Exhibit G**  
**Form of TIDA Quitclaim Deed**

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:

STATE OF CALIFORNIA

State Lands Commission

Attn: Title Unit

100 Howe Avenue, Suite 100-South  
Sacramento, CA 95825-8202

STATE OF CALIFORNIA

OFFICIAL BUSINESS

Document entitled to free recordation  
pursuant to government Code Section 27383

A.P.N. #s

SLC No.

*SPACE ABOVE THIS LINE FOR RECORDER'S USE*

**QUITCLAIM DEED**

WHEREAS, the Board of Directors of the TREASURE ISLAND DEVELOPMENT AUTHORITY, a California non-profit public benefit corporation ("TIDA"), at its public meeting in San Francisco, California on \_\_\_\_\_, approved Resolution No. \_\_\_\_, which authorized a title settlement and land exchange agreement between TIDA and the State of California acting by and through the State Lands Commission, pursuant to pursuant to the Treasure Island Public Trust Exchange Act, Chapter 543, Statutes of 2004 as amended by Chapter 660, Statutes of 2007 and Chapter 208, Statutes of 2009 ("Exchange Act"), and the Treasure Island Conversion Act of 1997, Chapter 898, Statutes of 1997; and

WHEREAS, it is the intent of TIDA to convey any right, title and interest it has in and to those lands particularly described and depicted in Exhibit A, attached hereto ("the Property");

NOW, THEREFORE,

The TREASURE ISLAND DEVELOPMENT AUTHORITY, acting by and through its Board of Directors does hereby

REMISE, RELEASE AND FOREVER QUITCLAIM, to THE STATE OF CALIFORNIA, acting by and through the California State Lands Commission, all its right title and interest in the Property.

TREASURE ISLAND DEVELOPMENT  
AUTHORITY

Date:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_, City Attorney

Date:

By \_\_\_\_\_

Name: \_\_\_\_\_

Deputy City Attorney

**EXHIBIT A AND ACKNOWLEDGMENTS OF SIGNATURES TO BE ATTACHED**

P:\TIDA\Exchange Agrmt Exhibits\Exh G TIDA Quitclaim.doc

**Exhibit H**  
**Form of Commission's Certificate of Acceptance for Public Trust Lands**

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:

STATE OF CALIFORNIA  
State Lands Commission  
100 Howe Avenue, Suite 100-South  
Sacramento, CA 95825-8202  
Attn: Legal Division

STATE OF CALIFORNIA  
OFFICIAL BUSINESS  
Document entitled to free recordation  
pursuant to Government Code Section 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N.  
S.L.C.

**CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDING**  
Government Code 27281

This is to certify that the STATE OF CALIFORNIA, acting by and through the CALIFORNIA STATE LANDS COMMISSION, an agency of the STATE OF CALIFORNIA, hereby accepts from the Treasure Island Development Authority ("TIDA"), a California non-profit public benefit corporation, a Quitclaim Deed dated \_\_\_\_\_, of which a true and correct copy is attached hereto as Exhibit 1, of all of the TIDA's right, title and interest in real property described therein.

The STATE OF CALIFORNIA, acting by and through the CALIFORNIA STATE LANDS COMMISSION, an agency of the STATE OF CALIFORNIA, hereby consents to the recordation of this conveyance in the Office of the Recorder for the City and County of San Francisco.

The said interests in real property are accepted by the STATE OF CALIFORNIA, in its sovereign capacity in trust for the people of the state, as real property of the legal character of tidelands and submerged lands.

[Remainder of page intentionally left blank]

This acceptance and consent to recording is executed by and on behalf of the STATE OF CALIFORNIA by the CALIFORNIA STATE LANDS COMMISSION, acting pursuant to law, as approved by Minute Item No. \_\_\_\_\_ of its public meeting in \_\_\_\_\_ on \_\_\_\_\_ by its duly authorized undersigned officer.

STATE OF CALIFORNIA  
CALIFORNIA STATE LANDS  
COMMISSION

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Executive Officer

**EXHIBIT 1 AND ACKNOWLEDGMENT OF SIGNATURE TO BE ATTACHED**

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**Exhibit I**  
**Form of Patent of Public Trust Lands**

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:

STATE OF CALIFORNIA  
State Lands Commission  
100 Howe Avenue, Suite 100-South  
Sacramento, CA 95825-8202  
Attn: Legal Division

**STATE OF CALIFORNIA**  
**OFFICIAL BUSINESS**

Document entitled to free recordation  
pursuant to Government Code Section 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N.  
S.L.C.

STATE OF CALIFORNIA  
PATENT

WHEREAS, the State Lands Commission, at its public meeting in \_\_\_\_ California on \_\_\_\_\_, approved Minute Item No. \_\_\_\_, which authorized a title settlement and land exchange agreement between the State of California, acting by and through the State Lands Commission ("Commission") and the Treasure Island Development Authority ("TIDA"), a California non-profit public benefit corporation, pursuant to the Treasure Island Public Trust Exchange Act, Chapter 543, Statutes of 2004 as amended by Chapter 660, Statutes of 2007 and Chapter 208, Statutes of 2009 ("Exchange Act"), and the Treasure Island Conversion Act of 1997, Chapter 898, Statutes of 1997; and

WHEREAS, TIDA has remised, released, and forever quitclaimed to State, acting by and through the Commission, all of its right, title, and interest in all those lands particularly described and depicted in Exhibits A-1 and A-2, attached hereto (the "Property"); and

WHEREAS, it is the intent of the State to convey any right, title and interest it has in and to the Property, including any and all interest arising from the public trust for commerce, navigation, and fisheries (the "public trust") and

WHEREAS the State, acting by and through the Executive Officer of the Commission pursuant to Minute Item No. \_\_\_\_\_, has accepted the quitclaim of TIDA for the Property, so that the State may convey the Property to TIDA, as sovereign lands subject to the public trust.

NOW, THEREFORE,

The STATE of CALIFORNIA, acting by and through the STATE LANDS COMMISSION, does hereby REMISE, RELEASE AND FOREVER QUITCLAIM to TIDA, as trustee pursuant to the Exchange Act, all its right, title, and interest in the Property, subject to the public trust.

IN APPROVAL WHEREOF, I, \_\_\_\_\_, Governor of the State of California, have set my hand and caused the seal of the State of California to be hereunto affixed pursuant to Section 6107 of the Public Resources Code of the State of California. Given under my hand at the City of Sacramento this \_\_\_\_ day of \_\_\_\_\_, two thousand \_\_\_\_.

\_\_\_\_\_  
GOVERNOR

Attest:

\_\_\_\_\_  
SECRETARY OF STATE

Countersigned:

\_\_\_\_\_  
EXECUTIVE OFFICER  
STATE LANDS COMMISSION

**EXHIBIT A AND ACKNOWLEDGEMENT TO BE ATTACHED**

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**Exhibit J**  
**Form of TIDA Certificate of Acceptance for**  
**Public Trust Lands**

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:

STATE OF CALIFORNIA  
State Lands Commission  
100 Howe Avenue, Suite 100-South  
Sacramento, CA 95825-8202  
Attn: Legal Division

STATE OF CALIFORNIA  
**OFFICIAL BUSINESS**  
Document entitled to free recordation  
pursuant to Government Code Section 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N.  
S.L.C.

**CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDING**  
Government Code 27281

This is to certify that the interest in real property conveyed by the Quitclaim Deed dated \_\_\_\_\_, from the State of California, acting by and through the State Lands Commission, to the Treasure Island Development Authority ("TIDA"), a California non-profit public benefit corporation, as a trustee pursuant to the Treasure Island Public Trust Exchange Act, Chapter 543, Statutes of 2004 as amended by Chapter 660, Statutes of 2007 and Chapter 208, Statutes of 2009 ("Exchange Act"), is hereby accepted by the undersigned officer or agent on behalf of TIDA. This acceptance is made pursuant to authority conferred by that act of the Legislature set forth as the Exchange Act, and further by the authority of TIDA Board of Directors Resolution No. \_\_\_\_\_ dated \_\_\_\_\_, 2010. The grantee accepts title to the conveyed interest in real property as land subject to the public trust for commerce, navigation, and fisheries. The grantee consents to the recordation of the referenced Quitclaim Deed, of which a true and correct copy is attached hereto as Exhibit 1, by its duly authorized officer.

[Remainder of page intentionally left blank]



TREASURE ISLAND DEVELOPMENT  
AUTHORITY

Date:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_, City Attorney

Date:

By \_\_\_\_\_

Name: \_\_\_\_\_

Deputy City Attorney

**EXHIBIT 1 AND ACKNOWLEDGEMENT ATTACHED**

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**Exhibit K**  
**Form of Commission's Certificate of Acceptance for**  
**Trust Termination Lands**

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:

STATE OF CALIFORNIA  
State Lands Commission  
100 Howe Avenue, Suite 100-South  
Sacramento, CA 95825-8202  
Attn: Legal Division

**STATE OF CALIFORNIA**  
**OFFICIAL BUSINESS**

Document entitled to free recordation  
pursuant to Government Code Section 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N.  
S.L.C.

**CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDING**  
**Government Code 27281**

This is to certify that the STATE OF CALIFORNIA, acting by and through the CALIFORNIA STATE LANDS COMMISSION, an agency of the STATE OF CALIFORNIA, hereby accepts from the Treasure Island Development Authority ("TIDA"), a California non-profit public benefit corporation, a Quitclaim Deed dated \_\_\_\_\_, of which a true and correct copy is attached hereto as Exhibit 1, of all of TIDA's right, title and interest in real property described therein.

The STATE OF CALIFORNIA, acting by and through the CALIFORNIA STATE LANDS COMMISSION, an agency of the STATE OF CALIFORNIA, hereby consents to the recordation of this conveyance in the Office of the Recorder for the County and County of San Francisco.

[Remainder of page intentionally left blank]

This acceptance and consent to recording is executed by and on behalf of the STATE OF CALIFORNIA by the CALIFORNIA STATE LANDS COMMISSION, acting pursuant to law, as approved by Minute Item No. \_\_\_\_\_ of its public meeting in \_\_\_\_\_ on \_\_\_\_\_ by its duly authorized undersigned officer.

STATE OF CALIFORNIA  
CALIFORNIA STATE LANDS  
COMMISSION

Dated: \_\_\_\_\_

By:  
Executive Officer

**EXHIBIT 1 AND ACKNOWLEDGMENT OF SIGNATURE TO BE ATTACHED**

**Exhibit L**  
**Form of Patent for Trust Termination Lands**

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:

STATE OF CALIFORNIA  
State Lands Commission  
100 Howe Avenue, Suite 100-South  
Sacramento, CA 95825-8202  
Attn: Legal Division

STATE OF CALIFORNIA  
**OFFICIAL BUSINESS**  
Document entitled to free recordation  
pursuant to Government Code Section 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N.  
S.L.C.

STATE OF CALIFORNIA  
PATENT AND TRUST TERMINATION

WHEREAS, the State Lands Commission, at its public meeting in \_\_\_\_ California on \_\_\_\_\_, approved Minute Item No. \_\_\_\_, which authorized a title settlement and land exchange agreement between the State of California (the "State"), acting by and through the State Lands Commission, and the Treasure Island Development Authority, a California non-profit public benefit corporation, pursuant to the Treasure Island Public Trust Exchange Act, Chapter 543, Statutes of 2004 as amended by Chapter 660, Statutes of 2007 and Chapter 208, Statutes of 2009 ("Exchange Act"), and the Treasure Island Conversion Act of 1997, Chapter 898, Statutes of 1997, and

WHEREAS, TIDA has remised, released, and forever quitclaimed to the State, acting by and through the State Lands Commission, all of its right, title, and interest in all those lands described and depicted in Exhibit A, attached hereto (the "Property"); and

WHEREAS, it is the intent of the State to convey any right, title and interest it has in and to the Property; and

WHEREAS the State, acting by and through the Executive Officer of its State Lands Commission pursuant to Minute Item No. \_\_\_\_\_, has accepted the quitclaim of TIDA for the Property.

NOW, THEREFORE,

The STATE OF CALIFORNIA, acting by and through the STATE LANDS COMMISSION, does hereby REMISE, RELEASE AND FOREVER QUITCLAIM to the Agency all its right, title, and interest in the Property, as described above. This Patent is intended to and does terminate in the Property the public trust for commerce, navigation, and fisheries ("public trust") in the Property.

The STATE LANDS COMMISSION has found and declared, *inter alia*, that the Property has been reclaimed and removed from the public water channels and is no longer available or useful or susceptible of being used for water-dependent commerce, navigation, and fisheries, and that it is no longer in fact tide or submerged lands.

The Property is hereby forever freed from the public trust.

IN APPROVAL WHEREOF, I, \_\_\_\_\_, Governor of the State of California, have set my hand and caused the seal of the State of California to be hereunto affixed pursuant to Section 6107 of the Public Resources Code of the State of California. Given under my hand at the City of Sacramento this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
GOVERNOR

Attest:

\_\_\_\_\_  
SECRETARY OF STATE

Countersigned:

\_\_\_\_\_  
EXECUTIVE OFFICER  
STATE LANDS COMMISSION

**EXHIBIT A AND ACKNOWLEDGMENT TO BE ATTACHED**

PATIDA\Exchange Agrmt Exhibits\3 10 11 versions\Exh L SLC Patent to TIDA-- TT parcels.doc

**Exhibit M**  
**Form of TIDA Certificate of Acceptance for**  
**Trust Termination Lands**

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:

STATE OF CALIFORNIA  
State Lands Commission  
100 Howe Avenue, Suite 100-South  
Sacramento, CA 95825-8202  
Attn: Legal Division

STATE OF CALIFORNIA  
**OFFICIAL BUSINESS**  
Document entitled to free recordation  
pursuant to Government Code Section 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N.  
S.L.C.

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDING  
Government Code 27281

This is to certify that the interest in real property conveyed by the Quitclaim Deed dated \_\_\_\_\_, from the State of California, acting by and through the State Lands Commission, to the Treasure Island Development Authority, a California non-profit public benefit corporation, is hereby accepted by the undersigned officer or agent on behalf of the Treasure Island Development Authority. This acceptance is made pursuant to authority conferred by that act of the Legislature set forth as the Treasure Island Public Trust Exchange Act, Chapter 543, Statutes of 2004 as amended by Chapter 660, Statutes of 2007 and Chapter 208, Statutes of 2009, and the Treasure Island Conversion Act of 1997, Chapter 898, Statutes of 1997, and further by the authority of Resolution No. \_\_\_\_ of the Board of Directors of the Treasure Island Development Authority, dated \_\_\_\_, 2011. The grantee consents to the recordation of the referenced Quitclaim Deed, of which a true and correct copy is attached as Exhibit 1 hereto, by its duly authorized officer.

[Remainder of page intentionally left blank]

TREASURE ISLAND DEVELOPMENT  
AUTHORITY

Date:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_, City Attorney

Date:

By \_\_\_\_\_

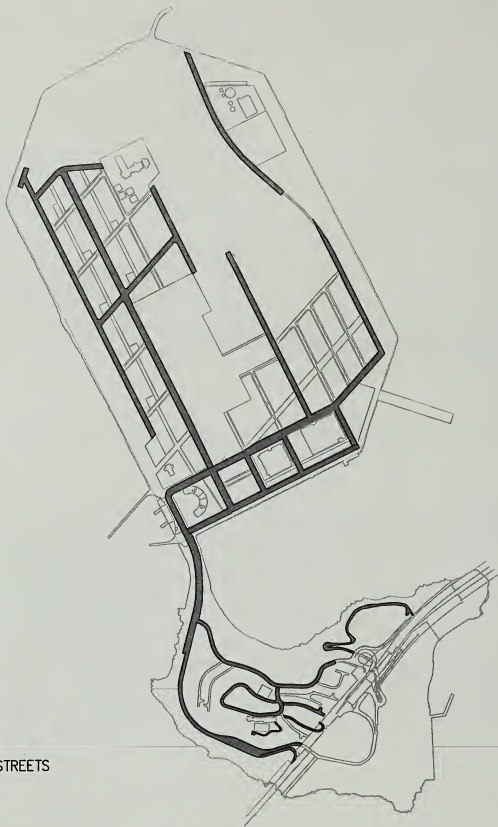
Name: \_\_\_\_\_

Deputy City Attorney

**EXHIBIT 1 AND ACKNOWLEDGEMENT TO BE ATTACHED**

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DRAFT



LEGEND



TRUST STREETS



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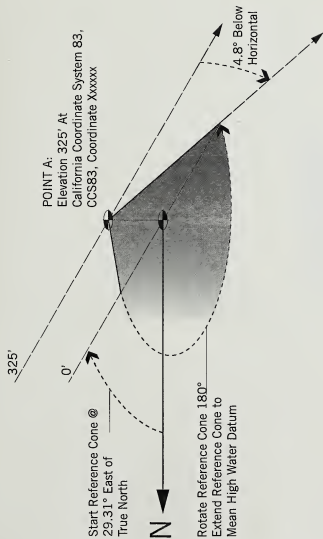


Subject EXHIBIT N - TRUST STREETS DIAGRAM

Job No. 20060077-10

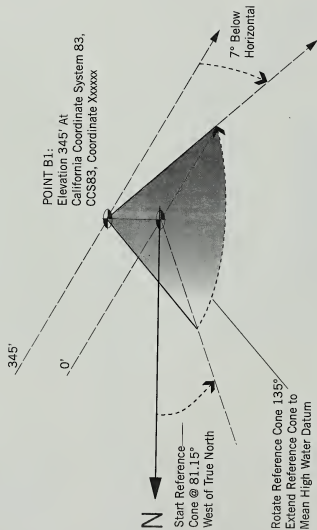
By LKY Date 3/11/11 Chkd. TMA Sheet 1 of 1





NO PART OF ANY NEW STRUCTURE SHALL EXTEND HIGHER THAN THE SURFACE OF THE REFERENCE CONE

POINT A



POINT B1:  
Elevation 345' At  
California Coordinate System 83,  
CCS83, Coordinate XXXXX

N

Start Reference  
Cone @ 81.15°  
West of True North

Rotate Reference Cone 135°  
to  
Extend Reference Cone to  
Mean High Water Datum

7° Below  
Horizontal

POINT B1: 345'

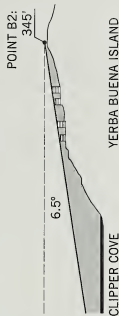
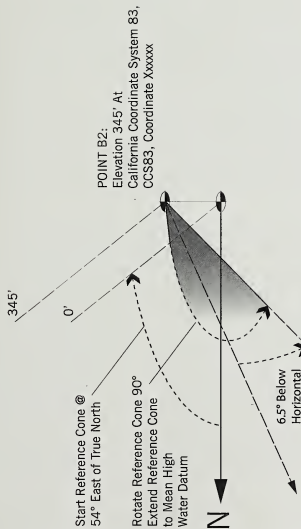
YERBA BUENA ISLAND

SF BAY



NO PART OF ANY NEW STRUCTURE SHALL EXTEND HIGHER  
THAN THE SURFACE OF THE REFERENCE CONE

POINT B1



NO PART OF ANY NEW STRUCTURE SHALL EXTEND HIGHER  
THAN THE SURFACE OF THE REFERENCE CONE

POINT B2



## AMENDED AND RESTATED BASE CLOSURE HOMELESS ASSISTANCE AGREEMENT

THIS AMENDED AND RESTATED BASE CLOSURE HOMELESS ASSISTANCE AGREEMENT (this "**Agreement**") dated as of \_\_\_\_\_, 2011, is between the TREASURE ISLAND DEVELOPMENT AUTHORITY, a public body, corporate and politic of the State of California (the "**Authority**" or "**TIDA**"), and the TREASURE ISLAND HOMELESS DEVELOPMENT INITIATIVE, INC., a California non-profit corporation ("**TIHDI**"). For purposes of this Agreement, a "**Party**" shall mean the Authority or TIHDI as the context requires, and the "**Parties**" shall mean both the Authority and TIHDI.

### RECITALS

A. The United States of America ("**Federal Government**"), acting by and through the Department of the Navy (the "**Navy**"), owns in fee that certain real property (the "**Project Site**") known as the former Naval Station Treasure Island ("**NSTI**"), located in the City and County of San Francisco (the "**City**"), and consisting of large portions of the following two islands connected by a causeway: (1) an approximately 367 acre portion of Treasure Island, and (2) an approximately 94 acre portion of Yerba Buena Island, but excluding portions of NSTI that were previously transferred to the United States Coast Guard, the United States Department of Labor and the Federal Highway Administration. The Project Site and the excluded portions of NSTI are depicted on the diagram attached as Exhibit A.

B. In 1993, Congress and the President selected NSTI for closure and disposition by the Base Realignment and Closure Commission acting under Public Law 101-510 and its subsequent amendments. The United States Department of Defense ("**DOD**") subsequently designated the City as the Local Reuse Authority ("**LRA**") responsible for the conversion of NSTI under the federal disposition process.

C. Under Board of Supervisors Resolution No. 573-94, adopted July 2, 1994, the City elected to be governed by a process prescribed by the Federal Government in the Base Closure Community Redevelopment and Homeless Assistance Act of 1994 (the "**Act**"). The Act requires the LRA to propose a plan for using NSTI resources to assist homeless persons as part of its preparation of a strategic land use plan for redevelopment of NSTI. Specifically, the Act requires the LRA to prepare (i) a proposed legally binding agreement (the "**Homeless Assistance Agreement**") that provides for the use of buildings, property and other resources on and off NSTI to assist homeless persons in the community, which will become effective after completion of environmental review under the California Environmental Quality Act ("**CEQA**") and the National Environmental Policy Act ("**NEPA**"); (ii) information regarding how the draft Reuse Plan for NSTI addresses homelessness in the community; and (iii) a summary of public comments regarding the above-mentioned documents (together, including the Homeless Assistance Agreement, the "**Homeless Assistance Submission**").

D. TIHDI is a collaborative of 9 non-profit organizations ("**TIHDI Member Organizations**") that was formed in June 1994 for the purpose of utilizing the structural and economic development resources of NSTI to fill gaps in the continuum of care for homeless individuals and families in the City. A list of the current TIHDI Member Organizations, which includes both service and housing providers, is attached as Exhibit B.

E. Under the Act, TIHDI submitted a Notice of Interest ("**NOI**") to the LRA on November 1, 1995 requesting the use of certain buildings on NSTI and proposing various programs on NSTI to serve homeless and economically disadvantaged persons. In 1996, the City concluded discussions with TIHDI regarding a program to effectuate the NOI, as described more specifically in the Homeless Assistance Submission.

F. The Board of Supervisors adopted Resolution No. 672-96 on July 25, 1996, endorsing a draft Reuse Plan and authorizing the submission of the draft Reuse Plan and the Homeless Assistance Submission to the DOD and the United States Department of Housing and Urban Development ("**HUD**") as required under the Act. HUD approved the draft Reuse Plan and the Homeless Assistance Submission on November 26, 1996.

G. On June 13, 1997, the Board of Supervisors adopted Resolution No. 566-97 endorsing an amendment to the Homeless Assistance Agreement to allow for the transfer of certain Navy personal property to TIHDI. The Homeless Assistance Agreement, as amended, is referred to in this Agreement as the "**1996 TIHDI Agreement**."

H. In 1997, NSTI closed and the Authority was created to replace the City as the LRA and to serve as a single entity responsible for the redevelopment of the Project Site. Under the Treasure Island Conversion Act of 1997, which amended Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter 1333 of the Statutes of 1968 (the "**Conversion Act**"), the California Legislature (i) designated the Authority as a redevelopment agency under California Community Redevelopment Law (California Health and Safety Code §33000 et seq.) ("**CCRL**") with authority over the Project Site, and (ii) with respect to those portions of the Project Site that are subject to the public trust for commerce, navigation and fisheries (the "**Tidelands Trust**" or "**Trust**"), vested the authority to administer the Tidelands Trust as to such property in the Authority in accordance with the terms of the Conversion Act.

I. The Board of Supervisors approved the designation of the Authority as a redevelopment agency with powers over the Project Site under the Act in Resolution No. 43-98, dated February 6, 1998. Under the Act and the Authority's Articles of Incorporation and Bylaws, the Authority, acting by and through its Board of Directors (the "**Authority Board**"), has the power, subject to applicable laws, to sell, lease, exchange, transfer, convey or otherwise grant interests in or rights to use or occupy all or any portion of the Project Site.

J. After a competitive bid process, the Authority Board selected Treasure Island Community Development, LLC ("**TICD**" or "**Developer**") as the proposed master developer of the Project Site and entered into exclusive negotiations with TICD relating to a Disposition and Development Agreement (the "**TICD DDA**") and other transaction documents. TIDA and TICD are entering into the TICD DDA concurrently with this Agreement, and any capitalized

K. Since endorsement of the Reuse Plan, the Authority undertook an extensive public process to further refine the land use plan for the Project Site, which included over 250 public meetings before the Authority Board, the TICAB, the Board of Supervisors, the Planning Commission, and in other public forums.

L. In 2006, a Development Plan and Term Sheet for the Redevelopment of Naval Station Treasure Island (the "**2006 Development Plan**") between the Authority and TICD was endorsed by the Treasure Island/Yerba Buena Island Citizens Advisory Board ("**TICAB**"), the Authority Board and the Board of Supervisors. The Development Plan, among other things, described the updated land use plan for the Project Site and the basic terms of the proposed TICD DDA. The Development Plan also addresses how the terms of the 1996 TIHDI Agreement are intended to be incorporated into the proposed redevelopment of the Project Site.

M. The 2006 Development Plan was updated pursuant to the Update to Development Plan and Term Sheet (the "**Development Plan Update**") that (i) the TICAB voted 15 to 1, with one abstention, to endorse on April 6, 2010, (ii) the Authority Board voted 7 to 0 to endorse on April 7, 2010, and (iii) the Board of Supervisors voted 11 to 0 to endorse on May 18, 2010. The 2006 Development Plan and the Development Plan Update are collectively referred to in this Agreement as the "**Development Plan**."

N. The Navy and the Authority have negotiated an Economic Conveyance Memorandum of Agreement (as amended and supplemented from time to time, the "**Conveyance Agreement**") that governs the terms and conditions for the transfer of NSTI from the Navy to the Authority. Under the Conveyance Agreement, the Navy will convey NSTI to the Authority in phases after the Navy has completed environmental remediation and issued a Finding of Suitability to Transfer for specified parcels of NSTI or portions thereof.

O. Under the terms of the endorsed 1996 TIHDI Agreement, TIHDI would (i) receive options to lease certain existing housing units or the equivalent thereof and receive conveyances of sites suitable for construction of affordable housing (the "**Housing Component**"); (ii) receive certain rights to participate in economic development opportunities on NSTI (the "**Economic Development and Support Component**"); (iii) facilitate implementation of a permanent employment program related to activities occurring on NSTI (the "**Employment Component**"); and (iv) be entitled to certain financial support (the "**Support Component**").

P. Because environmental review of the project described in the Development Plan under CEQA and NEPA was not yet complete, the 1996 TIHDI Agreement was not executed. However, the Authority and TIHDI implemented significant policies of the 1996 TIHDI Agreement through (i) interim subleases between the Authority and TIHDI or TIHDI Member Organizations for TIHDI administrative space, the childcare center and 250 existing housing units on Treasure Island, (ii) contracts between the Authority and TIHDI Member Organizations for landscaping, janitorial and other services, (iii) the creation of the TIHDI Job Broker Program, and (iv) the formation of a joint venture among TIHDI, Toolworks (a TIHDI

Q. For reasons mutually beneficial to TIHDI and the Authority, TIHDI and the Authority entered into a Revenue Sharing and Consent Agreement dated March 1, 1999 (as amended from time to time, the "**TIHDI Sharing Agreement**"), which allowed a portion of the existing housing units that were to be allocated to TIHDI under the 1996 TIHDI Agreement to be rented as market rate units and included in the Sublease, Development, Marketing and Property Management Agreement (the "**JSCo Sublease**") between the Authority and the John Stewart Company ("**JSCo**"). In return, TIHDI received the right to occupy units previously renovated by JSCo, as well as a percentage of the rent distributed to the Authority under the JSCo Sublease. In 2006, 54 renovated units that were originally subject to the TIHDI Sharing Agreement were turned over to TIHDI for use by formerly homeless individuals, which increased TIHDI's portfolio from 196 to 250 housing units.

R. Upon completion, the redevelopment project will include (i) up to 8,000 new residential units, 30 percent of which will be made affordable to a broad range of very-low to moderate income households, including 435 new units to be developed by TIHDI Member Organizations, (ii) the adaptive reuse of 311,000 square feet of historic structures, (iii) up to 140,000 square feet of new retail uses and 100,000 square feet of commercial office space, (iv) approximately 300 acres of parks and open space, (v) new and or upgraded public facilities, including a joint police/fire station, a school, facilities for the Treasure Island sailing center and other community facilities, (vi) a 400-500 room hotel, (vii) a new 400 slip marina, (viii) the investment of approximately \$155 million in transportation infrastructure, and (ix) the creation of thousands of construction job opportunities and thousands of permanent jobs, all as more particularly described in the Redevelopment Plan and the TICD DDA (the "**Project**").

S. The City and the Authority have analyzed potential environmental impacts of the Project and identified mitigation measures in the Environmental Impact Report for Treasure Island and Yerba Buena Island (the "**Project EIR**") and a Mitigation Monitoring and Reporting Program attached to the TICD DDA, in accordance with the requirements of CEQA. The Planning Commission certified the Project EIR and the Authority Board certified the Project EIR.

T. The City, acting through its Board of Supervisors, approved a Redevelopment Plan for Treasure Island/Yerba Buena Island by Ordinance No. \_\_\_\_\_ adopted on \_\_\_\_\_ (the "**Redevelopment Plan**"). The Redevelopment Plan was recorded on \_\_\_\_\_, 2011, as Document No. \_\_\_\_\_ in the Official Records of the City. The Redevelopment Plan provides for the redevelopment, rehabilitation and revitalization of NSTI.

U. Concurrently with this Agreement, the Authority and TICD are entering into the TICD DDA to effectuate the Redevelopment Plan by providing for the disposition and development of the Project Site after the Navy's transfer of NSTI to the Authority in accordance with the Conveyance Agreement. The TICD DDA provides for a mixed-use development that is in furtherance of the Reuse Plan, the Development Plan, the Redevelopment Plan, and this Agreement, and is consistent with the City's General Plan and



Exhibit C. The Housing Plan includes, as an exhibit, a housing map that identifies the parcels contemplated for the development of affordable housing.

V. The Project, as more particularly described in the TICD DDA, has been presented and reviewed by the Treasure Island community and other stakeholders in over 250 public meetings, including those held before the Authority Board, the TICAB, the Board of Supervisors, the Planning Commission and in other local forums.

W. The Parties wish to enter into this Agreement to amend and restate the 1996 TIHDI Agreement and the TIHDI Sharing Agreement consistent with the Redevelopment Plan and the DDA, including the Housing Plan. Accordingly, on the Effective Date, the 1996 TIHDI Sharing Agreement shall be automatically terminated and the 1996 TIHDI Agreement shall be deemed null and void.

## **I. HOUSING COMPONENT**

a) Existing Subleases and Sharing Agreement. Under the 1996 TIHDI Agreement, TIDA was to grant to TIHDI certain rights to lease and operate 375 units of existing housing on NSTI. The Parties reiterate this commitment in this Agreement. To implement the policies of this provision during the interim period before conveyance of the Project Site to the Authority and redevelopment of NSTI, the Authority will sublease to TIHDI Member Organizations 250 existing residential units on Treasure Island consisting of (i) 74 transitional/residential treatment units and (ii) 176 permanent units (collectively, the "**Existing TIHDI Units**"). The Existing TIHDI Units are identified in Exhibit D, and shall continue to be subleased to TIHDI Member Organizations in accordance with the existing subleases until the transition of the tenants in accordance with this Agreement. The Existing TIHDI Units include 54 housing units that JSCo renovated under the terms of the TIHDI Sharing Agreement. Under the TIHDI Sharing Agreement, the Authority pays to TIHDI eight and 49/100 percent (8.49%) of the Percentage Rent (as defined in section 15.3 of the JSCo Sublease) paid by JSCo to the Authority under the JSCo Sublease (the "**TIHDI Rent Share**"). The Parties reiterate this commitment as of the Effective Date and the Authority agrees to continue to pay the TIHDI Rent Share until the earlier of (i) the date when all of the New TIHDI Units have been developed in accordance with this Agreement, or (ii) the date that none of the existing market rate units are used for rental housing. TIHDI shall meet and confer and cooperate with the Authority on the use and expenditure of all funds received by TIHDI after the date of this agreement. Without limiting the foregoing, all TIHDI Rent Share received by TIHDI from and after the execution of this Agreement shall, in excess of actual and reasonable nonprofit organizational operating expenses, be used to pay for transition costs or New TIHDI Units in accordance with this Agreement or, with the Authority's prior agreement, to subsidize homeless activities or services on Treasure Island.

## **B. TIHDI Rights under the Proposed Redevelopment Project**

1. Overall Housing Program. The Development Plan contemplates that the Project will, at full build out, consist of approximately 7,540 residential units, although the Development Plan allows for up to 8,000 residential units. The Housing Plan contemplates a range of unit types and sizes and provides a range of affordability levels located in a variety of building structure types. The Housing Plan requires that 30% of the residential units (estimated at 2,262 units) be Affordable at a spectrum of income levels, of which at least 6% (included in the 30%) will be Affordable to very-low income residents. Affordable housing units will be generally distributed throughout the various areas of the Project Site designated for residential use in accordance with the TICD DDA, and will be developed on a proportional basis with the market rate housing as further described in the Housing Plan.

2. Types and Levels of Affordable Housing. A goal of the Project is to provide housing Affordable to a spectrum of household incomes and household types (e.g., families, seniors, singles, formerly homeless). To fulfill this goal, there will be three principal mechanisms to provide Affordable Units on the Project Site:

a) TIHDI, through the TIHDI Member Organizations, will develop and operate, or cause to be developed and operated, approximately 435 units of supportive housing for formerly homeless individuals and families (the "**New TIHDI Units**") (an increase from TIHDI's current occupied unit count of 250 units).

b) TICD and its affiliates and other third-party vertical developers will develop 5% of all privately-developed market-rate units as income restricted inclusionary units (estimated at approximately 278 inclusionary units) (the "**Inclusionary Units**").

c) The Authority will develop a sufficient number of Affordable Units (estimated at 1,549 units) so that upon completion of all residential development on the Project Site, including the New TIHDI Units and the Inclusionary Units, not less than 30% of all residential units will be Affordable (the "**Authority Units**").

3. TIHDI Rights to Developable Pads for Construction of New TIHDI Units

a) As part of its horizontal development obligations under the TICD DDA, TICD will provide Developable Pads to the Authority for the development of all of the New TIHDI Units and for the development of all of the Authority Units in accordance with a Schedule of Performance included attached to the TICD DDA. The requirements for the completion of the Developable Pads are described in the TICD DDA, and include the completion of all grading, adjacent Infrastructure, and required environmental remediation as needed to begin construction of the vertical improvements that will become the New TIHDI Units and the Authority Units.

b) TICD is to develop the Project in a series of Major Phases and, within each Major Phase, in a series of Sub-Phases. The TICD DDA requires that TICD submit a Major Phase Application before the start of each Major Phase, and a Sub-Phase Application before the start of each Sub-Phase, each of which must be Approved by the Authority before work within that Major Phase or Sub-Phase, as applicable, may begin.

c) The Housing Map attached to the Housing Plan identifies, as an initial matter, the location of the Affordable Lots, and the Housing Plan recognizes that these locations and the configuration of these Affordable Lots may change. Accordingly, the Housing Plan includes an approval process for the Affordable Lot designations, and for any requested change to the location or size of a previously-approved Affordable Lot within a Sub-Phase. For each Major Phase, the Authority and TIHDI shall meet and confer to identify which of the Affordable Lots shall become TIHDI Lots, recognizing that some Affordable Lots may be shared by TIHDI and the Authority as part of integrated projects or may instead be subdivided between TIHDI and the Authority. The Parties agree to select such TIHDI Lots (or portions of Lots) as required to meet TIHDI's obligations under this Agreement, and to select sites with consideration of the site amenity scoring criteria under the California Tax Credit Allocation Committee's application process (TCAC). The Parties recognize that the vertical improvements with New TIHDI Units (the "**TIHDI Developments**") may be the most likely of the affordable projects to score competitively for 9% Low Income Housing Tax Credits. If such TIHDI Developments are the most likely to secure 9% Tax Credits, the Parties recognize that it would be in their collective interest and that of the Project to prioritize the location of the TIHDI Development to optimize their ability to compete for such 9% Low Income Housing Tax Credits. Otherwise, the Parties recognize that the priority locations may be less warranted for TIHDI Developments and agree to select Affordable Lots for TIHDI without special consideration for TCAC scoring and as is generally desirable for the Parties and the Project.

d) Upon receipt of any Sub-Phase Application that includes a proposed TIHDI Lot, or upon any TICD request to change the location or size of a previously-approved TIHDI Lot, the Authority shall promptly notify TIHDI and the Parties shall meet and confer in good faith to determine whether the Authority should approve the proposed location of the TIHDI Lot or the proposed change to a previously-approved TIHDI Lot. If TIHDI objects to any proposed location or change, it shall provide to TIDA a statement to explain the reasons for the objection. Both TIDA and TIHDI agree to act reasonably in reviewing and approving the location of TIHDI Lots (in accordance with the standards set forth in the Housing Plan), provided TIDA shall have the sole right to accept or reject any proposed location for an Affordable Lot in accordance with the TICD DDA. If TIHDI objects to the location of a proposed TIHDI Lot, then (i) TIHDI shall not be required to accept such Lot, (ii) if the Authority decides to accept such Affordable Lot, then the Authority shall use such Affordable Lot for the

e) The Authority will ground lease each TIHDI Lot to a selected TIHDI Member Organization, proposed by TIHDI and Approved by the Authority, for the construction of New TIHDI Units. The Parties intend that the TIHDI Lots shall be sufficient to support the development of not less than 435 New TIHDI Units, including the 250 New TIHDI Units that will replace the 250 Existing TIHDI Units (the "**TIHDI Replacement Units**"). For a transitional housing building, the ground lease may be with TIHDI or a TIHDI Member Organization. The Authority and TIHDI will determine the location, affordability and any other matters related to the New TIHDI Units before the execution of the applicable ground lease, but in no event will the affordability levels for the New TIHDI Units be less restrictive than those applicable to Inclusionary Units, unless agreed to by the Parties.

f) A map showing the existing proposed locations of the Developable Pads for all of the New TIHDI Units and Authority Units, but not distinguishing between the New TIHDI Units and the Authority Units, is attached to the Housing Plan. The Parties agree that the land acreage for such Developable Pads is sufficient to accommodate 1,550 Authority Units and 435 New TIHDI Units and appropriate common areas and parking, assuming Type V construction for the New TIHDI Units.

#### 4. Replacement Units and Transition.

a) TIHDI will not be required to permanently vacate the 250 Existing TIHDI Units until TIHDI Replacement Units have been constructed on Treasure Island, unless otherwise mutually agreed by the Authority and TIHDI. TIHDI shall be responsible for transitioning all TIHDI tenants to the TIHDI Replacement Units (as further described below), provided that (i) TIHDI shall not be required to vacate an Existing TIHDI Unit until the TIHDI Replacement Unit is Completed, unless the Parties agree to provide interim or temporary units in order to allow continued construction of the Project before such Completion, and (ii) TIHDI Member Organizations shall not be required to begin construction of the TIHDI Replacement Units until they have the necessary funding commitments to do so. The Parties agree to cooperate to ensure that the TIHDI Replacement Units are Completed as expeditiously and efficiently as possible.

b) The parties intend that the 250 TIHDI Replacement Units will be constructed in the early phases of the Project. It is possible, however, that some temporary moving of the Existing TIHDI Units to other existing units on Treasure Island may be necessary in order to enable development to proceed. The Parties agree to work together in good faith to plan for and implement the transition of all Existing TIHDI Units, both permanent and any temporary moves.

c) In transitioning tenants, TIHDI shall comply with the TIHDI Transition Housing Plan attached hereto as Exhibit E (the "TIHDI Transition Housing Plan").

5. Financing.

a) The Authority and TIHDI will work collaboratively on the financing plan for the construction of the New TIHDI Units, and on the financing plan for the construction on each TIHDI Lot.

b) The Authority will provide a vertical construction subsidy equal to a minimum of \$12,750,000, calculated by multiplying 250 units times \$51,000 (which is the vertical construction subsidy that the Authority expects to receive from TICD per Affordable Unit under the TICD DDA; although the Parties understand that, under the TICD DDA, the housing subsidy is payable by TICD to the Authority at the time of conveyance of a Market Rate Lot to a Vertical Developer, not at the time of construction of Affordable Units, and is based upon the number of market rate units to be developed on such Market Rate Lot times \$17,000). Such vertical construction subsidy will be allocated pro rata among the TIHDI projects and paid directly to the selected Affordable Housing Developer as mutually agreed by the Authority and TIHDI and will be finally defined in each ground lease for a TIHDI Lot.

c) TIHDI will leverage outside financing sources to the maximum extent feasible, consistent with the principles outlined in Sections 6.a and 6.b below. The Authority will provide tax increment or other financing to the extent necessary and available to fund any remaining financial gap required to construct the 250 TIHDI Replacement Units in accordance with the program agreed upon by the Authority and TIHDI at the beginning of each Major Phase. TIHDI shall not be required to construct any TIHDI Unit if it does not have the necessary funding to do so. The Parties may agree to delay the construction of the New TIHDI Units as needed based upon financial constraints.

d) Each TIHDI Lot will be conveyed to a TIHDI Member Organization by ground lease. Ground lease terms will be sufficient to obtain necessary financing, and are expected to have an initial term of 65 to 75 years, with option(s) to extend up to a maximum aggregate term of 99 years; provided no lease shall exceed the period of time permitted by the State Lands Commission ("SLC") in light of any applicable Tidelands Trust restrictions. The Parties will agree upon a form of ground lease on or before the first Major Phase Approval. This form will be the basis for all ground leases of TIHDI Lots, subject to such revisions as may be agreed to by the Parties.

e) The Authority will not charge base rent under the ground lease; provided, however, that the consideration for the use and possession of the property will be the tenant's continuing use of the property to provide housing and services to Homeless Persons in satisfaction of the provisions of the Act. The tenant shall be responsible for all operating expenses, utility costs including but not limited to service connection costs from the property line to the building, and all other costs related to the development and operation of the property, including without limitation, capital

f) The Authority shall pay to TIHDI a vertical construction subsidy, as determined (including the timing of payments) at the time of execution of each ground lease for a TIHDI Lot. This subsidy will include an allowance of funds to cover the costs of moving residents from the 250 Existing TIHDI Units into the TIHDI Replacement Units including those costs enumerated as Moving Expenses in the TIHDI Housing Plan. Upon the receipt of such funds, TIHDI shall be responsible for the moving of TIHDI residents, and any funds not spent on moving shall be applied to the vertical construction costs. In addition, if any temporary moves are required by the Authority and not triggered by a default on the part of TIHDI or a TIHDI Member Organization, the Authority will (i) provide a payment to cover the reasonable and actual moving costs for such temporary moves including those costs enumerated as Moving Expenses in the TIHDI Housing Plan, (ii) either perform any required Building Code upgrades in the temporary replacement units or provide a payment to cover the costs of such required Building Code upgrades, and (iii) ensure that TIHDI and the affected TIHDI Member Organization have not less than 120 days prior notice of the move.

g) During the term of this Agreement, TIHDI shall create and maintain books and records, in accordance with generally accepted accounting principles, relating to sources and uses of funds, for all activities on NSTI. All records shall be maintained in a manner that will provide an effective system of internal control and will permit timely and effective audits, if and when required. TIHDI shall make such books and records available to the Authority upon request.

h) TIHDI shall cooperate with the Authority on the use and expenditure of all funds received by TIHDI from the Authority. Without limiting the foregoing, all funds received by TIHDI shall, in excess of actual and reasonable nonprofit organizational operating expenses, be used to subsidize homeless activities or services on Treasure Island in a manner acceptable to the Authority.

6. Major Phase Applications. Specific details regarding the New TIHDI Units, such as the program, building configuration, unit types and sizes, the potential for including a mixture of New TIHDI Units and Authority Units in the same building, and specific developers and service providers for the New TIHDI Units, are not known at this time. As a result, the Parties agree to work together to plan and coordinate the construction of the New TIHDI Units on a parallel path with the approval of Major Phases and Sub-Phases under the TICD DDA. At the time TICD submits each Major Phase Application under the TICD DDA, the Authority and TIHDI will promptly meet and confer to agree on the following:

a) The exact locations and sizes of the Developable Pads for the New TIHDI Units in that Major Phase. Criteria for the selection of TIHDI's Developable Pads will include (i) selection criteria used for applications for tax credits and other financing (which criteria may include proximity to certain services), (ii) proximity to other services that support the residents in supportive housing, (iii) the preference for sites that can



b) The program for delivery of the New TIHDI Units based on (i) acknowledgement of the then current programs for the Existing TIHDI Units and TIHDI's preference to continue the programs and providers of the Existing TIHDI Units at the time, (ii) the Authority and City policy priorities regarding affordable, supportive housing and supportive homeless housing, (iii) available non-project generated capital funding sources, and (iv) operating issues including available operating subsidies, operating efficiencies associated with sizes of buildings, and integration with the Project. The program for delivery of the 250 TIHDI Replacement Units will use the criteria described above as a starting point. The Parties intend to prioritize the construction of the TIHDI Replacement Units to the extent feasible, and to construct the remaining New TIHDI Units and the Authority Units so as to maximize the amount and the speed of delivery of Affordable Units, and to take such additional steps and consider such additional factors as necessary to ensure the successful completion of the Project as a whole.

c) Whether any projects in that Major Phase or Sub-Phase will include a mixture of New TIHDI Units and Authority Units.

d) The schedule of delivery for the TIHDI Lots, the vertical construction subsidy (including the moving cost payments) and other project-generated financing such as tax increment or housing impact fees for the New TIHDI Units in that Major Phase or Sub-Phase.

e) The schedule of performance for construction of the New TIHDI Units in the Major Phase or Sub-Phase, as described more particularly in Section 8 below, which will be consistent with the schedule for obtaining financing from non-project generated sources.

f) Whether it is feasible to include any additional homeless housing units in the Major Phase or Sub-Phase and increase the number of New TIHDI Units above the minimum required 435 units based on the criteria described in Section 6.b above and, if so, whether it is appropriate to transfer any Affordable Lots to TIHDI to accommodate such increase.

g) The Community Facilities to be provided in the Major Phase, which must generally accord to the process outlined in the Communities Facilities Plan, with consideration of the size, location and adjacencies of the Community Facilities.

## 7. Selection of Affordable Housing

a) TIHDI will organize a competitive Request For Proposals ("RFP") and selection process to select the housing providers for the TIHDI Developments; provided, however, an RFP will be required for TIHDI Replacement Units if the existing TIHDI Member Organization service provider decides not to participate in the

b) TIHDI will organize a review committee comprised of non-applying TIHDI Member Organizations and Board Members and a representative from MOH, SFRA, or the Authority, as determined by the Authority. Selection criteria for both replacement (to the extent applicable) and new units will include: demonstrated experience with tax credit applications and other applicable funding applications; feasibility of financial proposal including both capital and operating budgets and proposed sources of revenue; organizational capacity, experience and qualifications to carry out the development program, management of the project, and proposed service provision. All housing providers must (i) comply with the Mayor's Office of Housing and San Francisco Redevelopment Agency Underwriting Guidelines, and any requirements, terms or conditions as may be reasonably be required by the Authority, and (ii) be a TIHDI Member Organization or be willing to become a TIHDI Member Organization if selected. After the selection committee chooses the housing provider, the provider will be forwarded to the Authority for final approval.

c) The Parties agree to work collaboratively to finalize the solicitation process and to select the housing provider (including the Qualified Housing Developer) as and when needed in order to avoid any delay in the completion of the New TIHDI Units.

d) The Authority will enter into a vertical Lease Disposition and Development Agreement ("LDDA") and ground lease with the selected housing provider for each TIHDI Development. The LDDA will be substantially in the same form as the vertical DDA for market rate projects under the TICD DDA, subject to such revisions as are necessary and appropriate for an affordable housing development and for the conveyance of the ground lease interest as opposed to a fee interest in the underlying real property.

e) Each LDDA will require that the TIHDI Development be constructed in a manner consistent with Island-wide design and construction rules and procedures determined by the Authority and other appropriate regulatory authorities and as set forth in the TICD DDA. At a minimum, each TIHDI Development must meet all of the applicable requirements of the Redevelopment Plan, the Design for Development, the Treasure Island Green Building Specifications, the Design Review and Document Approval Procedures and CEQA mitigation measures.



8. Schedule of Performance.

a) The Parties shall meet regularly through the Major Phase and Sub-Phase Approval processes to develop a schedule of performance for the New TIHDI Units. The Parties understand and agree that the completion of the New TIHDI Units is subject to numerous factors outside of the control of the Parties, most importantly the date of the delivery of each TIHDI Lot and the availability of necessary funding. However, the Parties will meet on a regular basis to review the status of the particular phase and available funding so as to ensure that reasonable schedules for all pre-development and all development activities can be achieved.

b) Each LDDA will include a mutually acceptable schedule of performance that is reasonable, consistent with the project schedule and anticipated funding, and is binding on the applicable TIHDI Member Organization, the Authority and the selected affordable housing developer, subject to force majeure and TICD's performance of its obligations under the TICD DDA that relate to affordable housing.

c) The Parties recognize the importance of completing the New TIHDI Units as part of the success of the overall project, and each LDDA will include appropriate remedies for the failure to commence, and diligently prosecute to completion, the affordable housing project. These remedies may include the temporary moving of residents in the Existing TIHDI Units to other existing units on Treasure Island, self help rights, and the termination of ground leases after the expiration of notice and cure rights. If the Authority terminates an LDDA and ground lease, it shall re-offer the parcel to another TIHDI Member Organization, or cause TIHDI to re-issue an RFP; provided, however, if time is of the essence for Transition Housing or other Affordable Housing needs of the Project, the Authority may choose instead to develop the applicable Lot for Affordable Housing and select a different Affordable Lot to offer to TIHDI.

**II. ECONOMIC DEVELOPMENT AND SUPPORT FACILITIES COMPONENT, EMPLOYMENT COMPONENT AND SUPPORT COMPONENT**

1. Components of the 1996 TIHDI Agreement. The 1996 TIHDI Agreement includes an Economic Development and Support Facilities Component, an Employment Component and a Support Component. The Economic Development and Support Facilities Component serves to create revenue-generating opportunities for TIHDI's Member Organizations and work opportunities on the Project Site for Formerly Homeless and Economically Disadvantaged Persons. The Authority, TIHDI and TIHDI Member Organizations have previously entered into various agreements that further the goals of this component, including landscaping and janitorial contracts, agreements relating to the operation and funding of the childcare center and agreements relating to the operation and management of the special event venues at the Project Site. The Employment Component serves to establish a long-term employment policy for the Project Site by requiring future developers, construction employers, long-term lessees and other employers to comply with First Source Hiring and other existing hiring plan goals and requirements, and make good faith efforts to meet certain goals for employing formerly Homeless and Economically Disadvantaged Persons. The Support Component provides for administrative and operational funding to TIHDI, including tax increment financing to TIHDI Member

2. Jobs and Equal Opportunity Program. In furtherance of the Economic Development and the Employment Components of the 1996 TIHDI Agreement, TICD, TIHDI and the Authority formulated a Jobs and Equal Opportunity Program (the "**Jobs and Equal Opportunity Program**"), which is attached hereto as Exhibit F. The Jobs and Equal Opportunity Program addresses the following issues:

- Creating new construction and permanent employment opportunities (including but not limited to retail, maintenance, administrative and clerical positions, and para-professional jobs), goals for directing those jobs to priority groups, and a job broker program to facilitate and prepare linking the priority groups to the jobs.
- Creating professional services contracting, construction and other long-term employment opportunities for local San Francisco contractors and their employees.
- Creating economic development opportunities and related support for TIHDI residents and TIHDI Member Organizations.

Some of the key elements of the Jobs and Equal Opportunity Program are derived from the 1996 TIHDI Agreement. Other key elements are derived from other relevant City ordinances and policies and will require coordination with the building trades. The Jobs and Equal Opportunity Program integrates certain elements of the 1996 TIHDI Agreement with other existing City programs that provide similar or complementary functions, including the City's CityBuild program, as well as already mandated, established hiring programs, including First Source Hiring, Section 3 Plus, Seismic Loan Employment Program, and Human Rights Commission requirements.

The Authority and TIHDI agree to perform their respective obligations as set forth in the Jobs and Equal Opportunity Program.

3. Support Facilities Component. In furtherance of the Support Component of the 1996 TIHDI Agreement, TICD, TIHDI and the Authority formulated a Community Facilities Plan (the "**Community Facilities Plan**"), together with TIHDI's exclusive right to negotiate for a certain amount of community facilities space. The Authority will provide TIHDI the exclusive right to negotiate in good faith for leases of TIHDI administrative office space of up to 2,500 square feet and up to 9,500 square feet of general social services space, provided both spaces provide direct services to TIHDI Member Organizations' clients. To the extent that general social services space can be located within community space that TIHDI can regularly access, TIHDI agrees to reduce the general social services space requirement to no more than 5,000 square feet. Subject to the reasonable approval of the Authority, TIHDI and its Member Organizations shall not be required to pay rent for this administrative office space and community facilities space to the extent that TIHDI and/or its Member Organizations use such space to provide direct services

This Agreement is executed as of the \_\_\_\_ day of \_\_\_\_\_, 2011.

TREASURE ISLAND DEVELOPMENT AUTHORITY

By: \_\_\_\_\_  
Name: Rich Hillis  
Its: Redevelopment Project Director

TREASURE ISLAND HOMELESS DEVELOPMENT INITIATIVE, INC.,  
a California non-profit corporation

By:  
Name: Sherry Williams  
Its: Executive Director

EXHIBITS:

EXHIBIT A – Project Site

EXHIBIT B – List of TIHDI Member Organizations

EXHIBIT C – Housing Plan

EXHIBIT D – Existing TIHDI Units

EXHIBIT E – Transition Housing Rules and Regulations

EXHIBIT F – Jobs and Equal Opportunity Program

EXHIBIT G – Community Facilities Plan

## DRAFT JOBS AND EQUAL OPPORTUNITY POLICY

### 1. Introduction

Plans for the development of Treasure Island provide for a variety of community benefits for residents of Treasure Island and San Francisco, visitors to the Island and the entire Bay Area region. Many of the benefits to be provided, such as rebuilding the infrastructure, creating affordable housing opportunities, and adding approximately 300 acres of parks and open space have been described in other documents. This Jobs and Equal Opportunity Policy (the "*EOP Policy*" or "*Policy*") sets forth the employment and contracting benefits that are proposed for the Project, including:

- Creating new construction and permanent employment opportunities in retail, maintenance, administrative, recreational, clerical and para-professional jobs, among others, developing programs to direct those jobs to priority groups, and establishing a framework for a job broker program to facilitate and prepare linking the priority groups to the jobs.
- Creating professional services contracting, construction and other long-term employment opportunities for local San Francisco contractors and their employees.
- Creating economic development opportunities and related support for TIHDI residents and member organizations.

This Policy has been jointly prepared by TIDA, TIHDI, TICD, OEWD and other relevant City Agencies and is intended to set forth the policies that will apply to the Project which is the subject of the Disposition and Development Agreement ("*DDA*") for the Treasure Island project (the "*Project*"). The parties anticipate that TICD and TIDA will enter into an employment and contracting agreement (ECA) substantially in conformance with the policies set forth below prior to the commencement of construction for the first Major Phase of the Project, as defined in the DDA. Such ECA with TICD shall require TICD to include in any contracts that are subject to this Policy a requirement that such parties will negotiate in good faith and enter into similar ECAs with TIDA, which ECAs shall be in substantial conformity with this Policy.

1. Pursuant to California Community Redevelopment Law (CCRL), TIDA hereby adopts this Policy to ensure training, employment and economic development opportunities are part of the development of the Project subject to the criteria set forth below.
2. This Policy sets forth the exclusive employment and trainee policies for all projects undertaken in the Project under a horizontal or vertical DDA or LDDA, with TIDA. Compliance with this Policy will be a requirement under all horizontal and vertical DDAs or LDDAs into which TIDA or TICD enters.
3. This Policy supersedes any other San Francisco ordinance, regulation or policy governing employment and contracting policies and otherwise applicable to the Project, unless expressly stated otherwise in the DDA for the Project.

4. In adopting the Project, TIDA and the City and County of San Francisco ("City") have made a commitment to create jobs and economic development opportunities throughout the Project's development for qualified Economically Disadvantaged Persons, San Francisco Residents / Small Business Enterprises, and Treasure Island Homeless Development Initiative Member Organizations, as defined in this Policy.
5. During the full term of the Project, it is estimated that approximately 2,000 thousand new construction jobs and approximately 3,000 new permanent / temporary non-construction jobs will be created. In addition, professional service contracting and new economic development opportunities will be afforded to the Treasure Island Homeless Development Initiative ("TIHDI"), pursuant to the terms of an agreement between TIHDI and TIDA discussed below.
6. This Policy is based upon: (i) an amended and restated agreement between TIHDI and the City (the "Amended and Restated TIHDI Agreement") that addresses hiring goals for targeted populations; (ii) commitments to hire qualified Union labor to successfully construct significant portions of the Project; (iii) the application of relevant City ordinances for public horizontal and public vertical projects and private horizontal and private vertical projects, and other applicable State and Federal employment laws, and (iv) the need to create a process that ensures the success of the Project and the achievement of the policies of this Policy over the term of the Project. This Policy takes these interrelated, and sometimes competing, issues into account and is designed to be flexible enough to meet labor and capital market demands, yet provides structure to enable that results for the hiring of San Francisco residents and Economically Disadvantaged Persons are achieved.
7. This Policy creates a mechanism to provide employment and economic development opportunities for Economically Disadvantaged Persons, San Francisco Residents and TIHDI Member Organizations in the areas of construction hiring, professional services contracting and permanent / temporary job creation. To accomplish those goals, this Policy creates programs that are designed to provide training and referral services for qualified construction candidates to Project Sponsors and Contractors for construction jobs through the City's CityBuild Program and the TIHDI Job Broker and to provide referral services for qualified candidates for professional services hiring and permanent / temporary job opportunities through the TIHDI Job Broker.
8. This Policy applies to private Horizontal Development Work, as defined herein, and incorporates provisions specific to the Project and its relationship with CityBuild and TIHDI that serve the same purposes as San Francisco's First Source Hiring Ordinance. All private Vertical Development Work, as defined herein will be subject to the provisions of San Francisco Administrative Code Section 83 ("**First Source Hiring**") as of the Effective Date of the DDA with the understanding that the First Source Hiring Agreements entered into pursuant to such ordinance shall include good faith efforts to incorporate the goals of this Policy. All TIDA projects (which are defined as projects constructed directly by TIDA or the City and County of San Francisco) will be subject to the provisions of San Francisco Administrative Code Section 6.22(g) as of the Effective Date of the DDA.

9. The ECAs entered into pursuant to this Policy shall also incorporate the following Ordinances of the City and County of San Francisco as the same are in effect as of the Effective Date of the DDA:
10. This Policy has been prepared in consultation with TIDA, TIHDI, the Mayor's Office of Workforce and Economic Development and TICD ("*The Parties*") and shall be the binding Jobs and Equal Opportunity Policy for the Project and Redevelopment Plan. The Policies set forth herein may only be amended by mutual consent of TICD and TIDA.
11. This Policy shall be effective as of the date of the DDA.

## **2. Background**

Some of the key elements of the Policy are derived from the 1996 agreement between the Treasure Island Development Authority (TIDA) and the Treasure Island Homeless Development Initiative (TIHDI). Other key elements are derived from other relevant City ordinances and policies. The Policy integrates the key elements of the agreements with TIHDI with other applicable existing City programs that provide similar or complementary functions.

### **2.1 Recital on Base Closure and 1994 CRC Process.**

- 2.1.1 In 1996, the City concluded discussions with TIHDI regarding a binding agreement (the "*1996 TIHDI Agreement*") that would, among other things, give TIHDI certain rights to participate in economic development opportunities on Treasure Island, facilitate implementation of a permanent employment program related to activities occurring at Treasure Island and provide TIHDI with certain financial support. Because the California Environmental Quality Act ("*CEQA*") review process had not yet been completed, the 1996 TIHDI Agreement was not executed at that time. Nevertheless, entry into the 1996 TIHDI Agreement was a condition precedent to the approval by the United States Department of Housing and Urban Development of the 1996 Draft Reuse Plan for Naval Station Treasure Island. And in fact, TIDA and TIHDI have conducted their negotiations as if the 1996 TIHDI Agreement was enforceable today, have implemented substantial portions of the 1996 TIHDI Agreement and continue to act towards each other and exercise rights under the 1996 TIHDI Agreement as if it had been fully executed, including (i) subleasing 250 units of housing on Treasure Island to for use by TIHDI member organizations to provide housing to formerly homeless people, (ii) requiring Treasure Island employers to develop hiring plans to fulfil employment objectives, and (iii) referring employers to the TIHDI Job Broker to meet Project hiring goals, subleasing the existing childcare center to a TIHDI member agency, and contracting with TIHDI member agencies for janitorial and landscaping services.
- 2.1.2 The first area covered by the 1996 TIHDI Agreement is referred to as the Economic Development and Support Facilities Component. That component serves to create revenue-generating opportunities for TIHDI's member



organizations and work opportunities on Treasure Island for formerly Homeless and Economically Disadvantaged Persons, as those terms are defined in the 1996 TIHDI Agreement. The second area covered by the 1996 TIHDI Agreement is referred to as the Employment Component. That component serves to establish a long-term employment policy for Treasure Island by requiring future private horizontal and vertical developers and construction employers (collectively referred to as Construction Contractors) and future long term lessees and employers (Permanent Employers), to comply with First Source Hiring and other existing hiring plan goals and requirements and make good faith efforts to meet certain goals for employing formerly homeless and Economically Disadvantaged persons, as those terms are defined in the 1996 TIHDI Agreement. The third area covered by the 1996 TIHDI Agreement is referred to as the Support Component. The fourth and final area covered by the 1996 TIHDI Agreement is referred to as the Housing Component; this component is documented in the Housing Plan attached to the DDA between TIHDI and TIDA.

The first two components are reflected in this Policy. The DDA requires that TICD and any other Construction Contractors and Permanent Employers subject to this Policy enter into separate ECAs with TIDA in substantial conformity with this Policy.

- 2.1.3 Recital on decision to procure a master developer and the subsequent procurement of TICD.
- 2.1.4 TIDA intends that the majority of the Project will be implemented by TICD or its assigns, as the Project Sponsor or Construction Contractor, as the case may be, and will consist of: (i) horizontal improvements implemented through the DDA, and (ii) vertical improvements implemented pursuant to Vertical DDAs and constructed on land that TICD has improved pursuant to the DDA. Such vertical improvements would include market-rate residential, affordable residential (including opportunities for TIHDI, as described in the Amended and Restated TIHDI Agreement and the Housing Plan attached to the DDA), commercial, community facilities, and other improvements, all as described more specifically in the DDA and related documents for the Project. TIDA further intends that the opportunities for long term employment will occur in projects undertaken by Permanent Employers. TIDA will contract separately for the redevelopment of the Marina and other ancillary development.
- 2.1.5 A Term Sheet outlining the anticipated terms of the Disposition and Development Agreement between TIDA and TICD was prepared in 2006. The Term Sheet was endorsed by the Treasure Island Citizens Advisory Board ("CAB") and TIDA in October 2006 and by the San Francisco Board of Supervisors in December 2006. The Term Sheet was revised and subsequently endorsed by the CAB, TIDA and Board of Supervisors endorsed this Updated Term Sheet in April and May, 2010.



- 2.1.6 The Term Sheet anticipated that TIDA would adopt an ECP that would implement (i) the provisions of a to-be-negotiated Amended and Restated TIHDI Agreement (ii) follow the City's First Source Hiring program for employment contracting standards for private horizontal and vertical development, and (iii) set forth a long-term employment policy for the Project.
- 2.1.7 The Term Sheet also anticipated that TIDC would enter into a Project Labor Agreement (PLA) for construction in the Project Area, and that TIDA's ECP would need to be consistent with such PLA.
- 2.1.8 The Term Sheet further requires that hotel uses and grocery store uses employing over 50 full time employees will be subject to the City's Card Check Ordinance as it exists as of the Effective Date.
- 2.1.9 In 2010, at the same time the Updated Term Sheet between TIDC and TIDA was endorsed, the commitments in the 1996 TIHDI Agreement were affirmed by the Treasure Island Development Authority in a Term Sheet between TIDA and TIHDI. The TIHDI Term Sheet restated the commitments in the 1996 TIHDI Agreement among other things for use of the TIHDI Job Broker.
- 2.1.10 Since the endorsement of the Term Sheet, TIDC is in the process of negotiating a PLA (the "**TIDC PLA**") with the San Francisco Building and Construction Trades craft unions.
- 2.1.11 The TIDC PLA incorporates key elements of the Amended and Restated TIHDI Agreement in the PLA's "composition of workforce" requirements and creates a mechanism to establish realistic and attainable standards for hiring to provide pathways to good union construction jobs and advancement for Economically Disadvantaged Persons. In order to meet the Amended and Restated TIHDI Agreement standards for hiring Economically Disadvantaged Persons, this ECP requires that Construction Contractors, unions, apprenticeship programs and the TIHDI Job Broker to work cooperatively with the CityBuild Program on training, apprenticeship and job referral matters.
- 2.1.12 In 2011, TIDA and TIHDI entered into a successor Amended and Restated TIHDI Agreement that replaced the 1996 TIHDI Agreement in its entirety. The Amended and Restated TIHDI Agreement implements the commitments of the 1996 TIHDI Agreement within the context of the final Redevelopment Plan. Many of the key elements of this ECP are derived from the Amended and Restated TIHDI Agreement.
- 2.1.13 In 2006, the City established the CityBuild Program, an employment program under the Workforce Development Division of the Office of Economic and Workforce Development. The purpose of CityBuild is to ensure equal employment opportunities for San Francisco residents of all backgrounds and

genders in construction workforce activities provided under City-sponsored construction projects. CityBuild creates a single, responsible and accountable entity to direct construction employment and training efforts across projects and departments and develops trained, committed men and women to become the construction workforce of the future.

2.1.14 TIDA hereby designates the CityBuild Program as the primary agency responsible for managing all of the ECP programs related to the construction hiring policies set forth herein. The TIHDI Job Broker will work with CityBuild to fulfill the construction hiring goals of this Policy. CityBuild will be the primary source of contact with TICD and all Construction Contractors in implementing this Policy and all subsequent ECAs, with oversight by TIDA. TIHDI and CityBuild will enter into a Memorandum of Understanding governing their respective roles and responsibilities under this Policy.

2.1.15 The Office of Labor Standards Enforcement (OLSE) enforces labor laws adopted by San Francisco voters and the San Francisco Board of Supervisors. OLSE ensures that public works contractors comply with prevailing wage regulations, enforces the Minimum Compensation Ordinance and Health Care Accountability Ordinance, and administers the City's Sweatfree Contracting Ordinance. OLSE also enforces labor laws of general application, including the San Francisco Minimum Wage Ordinance, Paid Sick Leave Ordinance, and Health Care Security Ordinance. TIDA intends to designate OLSE as the agency responsible for ensuring that prevailing wages and other payroll requirements are paid during the construction of all projects subject to those requirements.

2.1.16 TIDA will further require that the CityBuild Program and OLSE work cooperatively with all of the Project's stakeholders, including TIHDI, Project Sponsors and Contractors.

## 2.2 Jobs and Equal Opportunity Policy Summary

2.2.1 TICD, TIDA and TIHDI agree that jobs creation and equal opportunity contracting opportunities in all areas of employment are an essential part of the redevelopment of Treasure Island. It is anticipated that the project at final build-out and completion will create thousands of construction and permanent jobs and that the planning, design and construction work will provide substantial contracting opportunities for local contractors and professional services firms as well as for countless businesses, employers and organizations who continue to work on Treasure Island. TICD, TIDA and TIHDI agree that it is in the best interests of the Project and the City for a portion of the jobs and contracting opportunities to be directed, to the extent possible based on the type of work required, and subject to collective bargaining agreements, to local, small and economically disadvantaged companies and individuals whenever there is a qualified candidate. This Policy identifies goals for achieving this objective and outlines certain

measures that should be undertaken in order to help ensure that these goals and objectives are successfully met. In that regard, TICD will work with TIDA, other City agencies, TIHDI, CityBuild, the San Francisco Building and Construction Trades Council ("*SFBCTC*"), other community based employment organizations and small business development centers to implement employment and contracting-related programs. TICD and TIDC's, assigns, contractors, and subcontractors will enter into ECAs substantially in conformity with this Policy to do the same. The responsibility for the overall success of this project is shared by all parties – TIHDI, TIDA, TICD, member agencies, the Office of Economic and Workforce Development (OEWD), and other employers. TICD will enter into a EA substantially in conformity with this Policy and shall agree, in such ECA to include in any contracts that would otherwise be subject to this Policy, a requirement that prior to commencement of activities otherwise subject to the Policy that other parties enter into an ECA with TIDA pertaining to their activities otherwise covered by this Policy. TICD shall not be responsible for the failure of any other party to comply with the terms of its respective ECA.

#### 2.2.2 Measures to be included in all ECAs include:

- Working with CityBuild's job-training, education and hiring program, in collaboration with TIHDI and the SFBCTC to assist the Project Sponsor, Construction Contractors and other parties entering into ECAs to comply with such agreements.
- Working with TIHDI to create programs that are designed to provide certain residents and businesses with priority for employment and contracting opportunities through a Job Broker program, which will be operated by TIHDI.
- Establishing accountability measures to ensure that TICD, and other participating organizations involved with private horizontal and private vertical projects, comply with the First Source Hiring policy to make good faith efforts to meet specific goals for employing economically disadvantaged/formerly homeless persons and local residents as those terms are defined in this Policy.
- TICD developing job forecasts for one-year increments to assist CityBuild and TIHDI in preparing and identifying qualified workers for upcoming positions.

### 2.3 Employment and Contracting Opportunities and Goals

- #### 2.3.1
- The employment and contracting opportunities and goals outlined herein relate primarily to construction contracts and jobs, professional services contracts and jobs, and permanent jobs. Certain construction contracts may be undertaken by TIDA or the City and those public projects shall be required to comply with San Francisco Administrative Code Section 6.22(g). Construction contracting and job opportunities undertaken by the Project Sponsor or assigns and Construction Contractors on both horizontal and vertical improvements or buildings shall be subject to the City's First Source Hiring Ordinance set forth in San Francisco Administrative Code Section 83

as the same is in effect as of the Effective Date of the DDA. The goals set forth below shall remain in effect for ten years following completion of initial construction of each building or other relevant portion of the Project. In addition, final documentation shall reflect qualifications and exemptions set forth in applicable City ordinances and policies.

## 2.4 Construction Contracts and Jobs.

2.4.1 Overview. During the infrastructure phase of the redevelopment of Treasure Island it is anticipated that jobs will be created from construction related activities for new utility systems, roads and sidewalks, shoreline stabilization, additional hazardous remediation and deconstruction activities (collectively, the "Horizontal Development Work"). It is anticipated that the heavy infrastructure construction work will be undertaken by building and construction trades craft unions and that they will work cooperatively with TIHDI, CityBuild, and TICD to make good faith efforts to implement the goals of this Policy. It is similarly anticipated that vertical construction activities will be undertaken by building and construction trades craft unions. Vertical Development activities are not covered by this Policy. However, the vertical DDAs shall comply with San Francisco Administrative Code Article 83 (First Source Hiring) as the same is in effect on the Effective Date of the DDA. Some jobs will be better suited to meeting or exceeding the construction contracting goals than others, hence all workforce goals will be cumulative, not individual goals for each specific task. This acknowledgement does not alter in any way the requirement that Construction Contractors comply with good faith effort obligations to meet the participation goals for all components of the Horizontal Development Work. During all phases of construction, sustained efforts will be made to meet the goals outlined in this Policy.

### 2.4.2 Participation Goals

- (a) Contracts. It is a stated goal of TIDA and the City to support small, locally-owned and disadvantaged businesses and contractors and TICD and TIDA agree that the Treasure Island redevelopment project is an opportunity to support this policy objective. Based on that goal, the following participation goals are set for construction contracting: 41% of the total dollar value of the horizontal and vertical construction costs shall be performed by subcontractors which are qualified Small Business Enterprises (SBEs) located in San Francisco or elsewhere, provided that First Consideration shall be given to SBEs located in San Francisco. The parties recognize that achieving this goal may be challenging for particular aspects of the project and that the goals will therefore be cumulative rather than individual by specific task. A Small Business Enterprise construction firm is currently defined as a firm with annual revenues not exceeding \$14 million.

- (b) Construction Workforce Employment. The construction workforce employment participation goals are contained in the Amended and Restated TIHDI Agreement. Construction Contractors will be required under their separate ECAs to make good faith efforts to achieve the levels of participation set forth below. The goals are based on cumulative work force hours, not individual trade or task and are as follows:
- (i) 25% of all construction workforce hours filled by qualified Homeless or Economically Disadvantaged Persons. Economically Disadvantaged Persons means either (i) persons who reside in San Francisco whose annual income is no greater than 50% of the area median income as determined by the U.S. Department of Housing and Urban Development or (ii) persons who meet the definition of Economically Disadvantaged Persons set forth in San Francisco Administrative Code sections 6.22(g), and/or Article 83, as the same are in effect as of the Effective Date of the DDA.
  - (ii) 50% of all construction workforce hours filled by qualified San Francisco residents (including those qualifying under subparagraph (a) above). Guidelines for contractors and employers are part of the CityBuild workforce development and contracting monitoring program and will be consistent with this Policy.

The ECAs entered into by TICD, Construction Contractors and/or Permanent Employers shall grant each of them credit for meeting the goals set forth in this Policy and their respective ECAs by contracting with TIHDI organizations providing services such as grounds maintenance and landscaping, janitorial maintenance, deconstruction or other economic development activities as more fully described (below).

- (c) Priorities for Placement. Subject to any collective bargaining agreements in the building trades, first consideration for hiring on all construction projects on Treasure Island shall go to qualified San Francisco Homeless or Economically Disadvantaged persons and second consideration to qualified San Francisco residents with preference for residents of Treasure Island.
- (d) Training for Construction Jobs. The ECA will require TICD to prepare annual forecasts of construction job needs. Based on these annual forecasts, TICD will work with CityBuild, and CityBuild will in turn work with TIHDI and community based organizations to communicate upcoming employment opportunities, and subsequently facilitate relevant and timely training activities that adequately prepare individuals for these jobs.
- (e) Employment Retention and Advancement. Pursuant to the Job Broker provisions in the Amended and Restated TIHDI Agreement, agencies referring workers to jobs as well as TIHDI Job Broker staff will provide

ongoing support to workers and relevant employers. Similarly, the respective ECAs will require the parties to such agreements to make good faith efforts to communicate employment issues where and as appropriate with the workers and CityBuild will in turn work with the TIHDI Job Broker staff so that effective interventions may be made in certain cases that result in the goals of achieving that result in sustained employment.

- (f) Labor Compliance Program. TICD shall, pursuant to its ECA, agree to use commercially reasonable efforts to include in its contracts with contractors a requirement that such Contractors enter into a separate ECA substantially in conformity with this Policy that includes utilizing the labor compliance program established by CityBuild for weekly payrolls through CityBuild's certified payroll report (CPR) to facilitate the implementation and monitoring of the foregoing goals.
- (g) Professional Services
- (h) Participation Goals
  - (i) Contracts. It is a stated goal of TIDA and the City to support small, locally-owned and disadvantaged businesses and contractors and TICD and TIDA agree that the Treasure Island redevelopment project is an opportunity to support this policy objective. Based on that goal, the following participation goals are set for professional services contracts: 38% of the total dollar value of the professional service contracts shall be performed by qualified Small Business Enterprises (SBEs) located in San Francisco or elsewhere, provided that first consideration shall be given to SBEs located in San Francisco. For purposes of this Policy, a Small Business Enterprise professional service contractor is currently defined as a firm with annual revenues not exceeding \$2.5 million.
  - (i) Permanent/Non-Construction Workforce of Developer and Retail Tenants
    - (i) Overview. Permanent, long-term jobs will be created at each phase of the development. Permanent jobs are one of the most important parts of the City's economic development program. These jobs provide opportunities to a wider section of the job force than construction employment, and frequently include a built-in employment ladder by which people can improve their responsibilities and compensation. While it is difficult and unrealistic to estimate the number and specific kinds of jobs that will ultimately be created by the project, jobs will likely be generated in the hospitality and food industry, retail and commercial sectors, non-profit and governmental fields and service centers.



- (ii) Participation Goals for Workforce Employment. TICD will agree in its ECA to incorporate the following permanent workforce employment participation goals in its lease agreements for Buildings 1 and 2. Parties subject to these requirements shall be required to use good faith efforts to achieve the following goals:

25% of all permanent jobs filled by qualified Homeless or Economically Disadvantaged Persons.

50% of all permanent jobs filled by San Francisco residents (including those qualifying as part of the 25% referred to immediately above).

Parties to any ECA pursuant to this Policy may obtain credit for meeting these goals via contracting with TIHDI organizations providing services such as grounds maintenance and landscaping, janitorial maintenance, deconstruction or other economic development activities as more fully described in Paragraph III.C.1 (below).

- (j) Priorities for Placement.

To the extent it is consistent with any PLA or collective bargaining agreements and the City's Card Check Ordinance, First Source Hiring, HUD Section 3 (if applicable), first consideration for hiring for all permanent jobs on Treasure Island should go to qualified Economically Disadvantaged persons and second consideration to qualified San Francisco residents, with first priority given to residents of Treasure Island.

## 2.5 Tools and Programs for Meeting Goals

Structures for managing and monitoring contracting and employment associated with the project will be an essential component of ensuring that the relative goals are successfully achieved.

### 2.5.1 Job Broker/Placement System.

It is anticipated that TIHDI will refine the Job Broker system to ensure that appropriately screened, trained and qualified applicants are available to be referred to fill open construction and non-construction short-term and permanent jobs. The TIHDI Job Broker will work with CityBuild and the local construction and non-construction employment-training community, including organized labor's apprenticeship programs, to develop and expand outreach, training and employment retention programs that maximize the opportunity to meet the desired goals outlined in this document.

A Memorandum of Understanding (MOU) between TIHDI and OEWD will be developed to clearly outline roles and responsibilities to formalize how this System will be managed. TIDA shall oversee this project, and develop appropriate monitoring systems in collaboration with other involved parties. The responsibility for the overall success of this project, and more specifically the Job Broker/Placement System, is shared by all parties – TIHDI, TIDA, TICD,

member agencies, the developer, the Office of Economic and Workforce Development (OEWD), and other employers.

TICD and other parties subject to this Policy will agree in their respective ECAs to develop and deliver one-year job forecasts annually to TIDA and CityBuild, who will in turn share them with OEWD and the TIHDI Job Broker. Such forecasts will include: types of jobs (trade, skills, and industry), duration and timeline.

At a minimum, it is envisioned that the TIHDI Job Broker program for the Project will perform the following duties:

- Coordinate with member agencies of TIHDI and city agencies to direct and coordinate outreach, soft skills training, barrier removal, and employment counselling, and refer qualified applicants to the project.
- Provide a central physical as well as electronic location for permanent job listings at Treasure Island, distribute listing information at least weekly, and coordinate systematically with existing CBOs and job collaboratives.
- Certify the status of applicants as qualified Economically Disadvantaged Persons as well as TIHDI/SF residents.
- In collaboration with CityBuild, ensure that all referrals for construction employment are job ready.
- Develop appropriate, ongoing relationships with relevant building trades and other unions. CityBuild will ultimately develop referral mechanisms and systems with these unions as appropriate employment opportunities are available.
- Be the sole screening and referral agent for applicants to firms and commercial tenants who are prospective permanent employers.
- Provide technical assistance to permanent firms and commercial tenants in utilizing other governmental employment development programs (e.g., enterprise zone, job training subsidies, tax credits, effective strategies for managing a diverse workforce, etc.).
- Maintain qualifying income and other eligibility data on referrals.
- Coordinate and communicate with OEWD and community-based organizations to prepare training activities specific to projected work opportunities in this project; or to work directly with organizations that already provide such training.

The TIHDI Job Broker will have the following specific obligations:

- Organize and implement a Job Broker System to ensure that screened, eligible, qualified and referred Economically Disadvantaged Persons are timely referred to CityBuild for referral to TICD and/or other developers/employers.
- The TIHDI Job Broker may implement its referral system in conjunction with existing Community Based Organizations provided the TIHDI Job Broker system provides a central job listing for Treasure Island, certifies the status of applicants



as qualified, refers screened, eligible and qualified applicants to TIHDI or other parties to their respective ECAs and others, provides technical assistance to TIHDI or other parties to their respective ECAs and others in utilizing other governmental employment development programs and maintains income data on referrals and tracks hiring by TIHDI or other parties to their respective ECAs through data supplied by CityBuild.

- Develop specific relationships with community-based organizations that have the capacity to train and/or refer qualified applicants for specific jobs.
- Community Based Organizations may participate in the TIHDI Job Broker system if they have experience in successful job placement programs, maintain good relationships with the Developer and others, maintain an employability assessment screening program, retain staff with appropriate credentials to support program activity, agree to share information with others, have the financial capacity and technical expertise to participate in the TIHDI Job Broker system as reasonably determined. This includes providing ongoing job retention support to workers on the Island.
- The TIHDI Job Broker system is intended to ensure flexibility in TIHDI's and TICD's efforts to achieve goals in employment and contracting set out above. TIDA and TIHDI shall have the right to negotiate changes in the design and implementation of the TIHDI Job Broker System pursuant to and consistent with the terms of the 1996 TIHDI Agreement.
- The TIHDI Job Broker system, as well as the overall project, should be monitored annually for overall effectiveness, and to make necessary adaptations to the system. This will be done collaboratively by all involved parties, and will be facilitated by TIDA.

Funding for the TIHDI Job Broker program will be funded by TIDA, subject to certain cost caps set forth in the Financing Plan of DDA. Funding for the TIHDI Job Broker program will be based on the following factors:

- Estimated timing and level of construction employment for both the horizontal and vertical portions of the project. TICD will estimate the number of new jobs to be expected from infrastructure and vertical construction projects. This and other relevant data will be used to determine appropriate funding levels necessary for workforce training and job broker functions for specific construction projects, such as Treasure Island.
- Estimated timing and level of permanent/non-construction employment. TIDA, TICD and TIHDI will work to compile data on what level of funding is required to provide job training and job broker services for permanent/non-construction employment for hotel, commercial, retail and other uses contemplated at Treasure Island.

The Financing Plan attached to the DDA will identify the amount of and timing for payment by the project to fund the TIHDI Job Broker program, based on the process outlined above, and will also provide for monitoring and enforcement mechanisms for performance of

TIHDI and its member organizations, the TIHDI Job Broker, and CityBuild, with regard to the TIHDI Job Broker program and otherwise under this Policy. The Project funding for the TIHDI Job Broker program will continue during both the horizontal and vertical development phases of the project subject to the terms of the Financing Plan of the DDA.

#### 2.5.2 Job Training/Workforce Development.

It is currently anticipated that construction training will utilize the CityBuild program which is intended to assure a job-ready, union level workforce. The Job Broker will be responsible for identifying Homeless, Economically Disadvantaged, San Francisco/Treasure Island residents who have the skills and interest necessary for construction employment and working with CityBuild to include them in the appropriate training programs.

Additionally, job training programs will be identified or developed to prepare qualified Homeless, Economically Disadvantaged Persons and other qualified San Francisco/Treasure Island residents for the permanent/non-construction jobs anticipated to be generated by the project.

To the extent that these job training programs facilitate employment by San Francisco/Treasure Island residents for construction and permanent/non-construction jobs outside of Treasure Island, such jobs shall be counted as a credit against the goals set forth in any ECA entered pursuant to this Policy.

Funding for the job training activities will be funded by TIDA, subject to the provisions of the Financing Plan of the DDA. Final transaction documents will identify the amount of and timing for payment by the project to fund the job training and TIHDI Job Broker activities, based on the process outlined in the Job Broker section. The project funding for the job training activities will be borne via both the horizontal and vertical development process and developers as described in the Financing Plan of the DDA.

#### 2.5.3 Good Faith Effort Steps by Construction Contractors/Developers.

Good faith efforts will be regularly and consistently monitored by TIDA to ensure the adherence to this Policy. TICD, and other parties subject to this Policy will enter into ECAs with TIDA incorporating the following steps to achieve good faith efforts in order to comply with this Agreement:

- Preparing one-year job forecasts annually in order to prepare workforce for placement
- Preparing detailed written plans describing how the hiring plans will be implemented
- Listing all available jobs on Treasure Island with the TIHDI Job Broker System at least two weeks prior to advertising for applicants elsewhere
- Providing good faith consideration to all qualified candidates who are screened, eligible and referred by City Build or the TIHDI Job Broker. Should an employer not hire referrals by CityBuild or the TIHDI Job Broker, the employer must

provide a written explanation. However, this Policy shall not require any firm or entity to employ a worker not qualified for the position in question, or to employ any particular worker, and that all final hiring decisions shall be made in the sole and absolute discretion of the employing firm or entity.

- Establishing mutually acceptable means of communicating with City Build to give to the TIHDI Job Broker about job openings, information about jobs and providing information about job referral outcomes within a reasonable period of time following a request for such information, as well as when a problem arises at the worksite
- Establishing a dispute-resolution mechanism in substantial conformity with Exhibit A hereof.

#### 2.5.4 Construction Contractor Assistance Program.

As part of the DDA provisions, TICD will participate in a Construction Assistance Program to ensure that local San Francisco construction contractors and other businesses/employers, including qualified SBEs as defined in this document, are given an opportunity to obtain technical and financial assistance in order to participate in portions of the Horizontal Infrastructure Development and portions of the Vertical Development to be constructed at Treasure Island as well as create and sustain long term businesses and related jobs.

Two categories of assistance that will be specifically identified in the DDA. They are:

- Technical Assistance
- Small Business Enterprise (SBE) Mentorship Program

The following outlines the activities that will be undertaken by TICD to meet these requirements:

#### 2.5.5 Technical Assistance.

TICD will work with TIDA and CityBuild to develop specific programs to assist local contractors who wish to work on projects during the different phases of construction. These programs include establishing a Contractor Liaison Office on-site at Treasure Island and hosting workshops that cover a range of topics related to construction opportunities at Treasure Island, how to access those opportunities, financial incentives, and other programs as deemed appropriate for each phase of development.

The Contractor Liaison Office will be situated on-site. It will house plans, applications and other useful information for contractors who are or who wish to perform work at TI. The office will be open during normal business hours, Monday through Friday, and will be staffed by a trained and qualified person who will act as the Contractor Liaison for the project.

The Contractor Liaison will establish a series of workshops for the contractor community that will address the demolition and deconstruction, horizontal development and vertical development phases of the project. Each workshop will cover a set of basic information including:

- Contractor opportunities and applications for bidding
- Contractor pre-qualification process
- SBE local hiring requirements
- Labor Union apprenticeship program
- Overview of technical assistance program, including plan room overview, onsite office orientation and introductions of key personnel
- Bid package review and, if applicable, bid package dissemination
- Key date reviews
- Safety requirements
- Contractor expectations
- Financial assistance program
- Questions and answer sessions
- Culturally competent management practices for working with a diverse workforce

TICD will work with its existing institutional financial resources to provide introductions for qualified and selected contractors. Key areas that are envisioned to be a part of the assistance program will include meeting payroll needs, equipment purchasing and leasing programs and other logistical support occurring from time to time.

#### 2.5.6 SBE Mentorship Program.

CityBuild will work with TICD to implement a model mentorship program that will foster emerging Small Business Enterprise firms who are capable of performing high quality construction at competitive prices. Two main goals of this program will be to increase the volume of work that these emerging firms compete for and broadening the base of their activity in the building industry. TICD will encourage all contractors who intend to bid on major projects during the horizontal construction phase to work with City Build to identify opportunities to partner with local SBE firms and to develop mentorship programs that provide measurable results, such as survival rates for mentors, recognizable improvements to firm's financial strength and bonding capacity, increases to the number of employees employed and success in meeting the objectives of each firm's individual business plans. For purposes of this Policy, SBE's shall include businesses that are wholly owned or directed by a non-profit organization that is a TIHDI member.

#### 2.5.7 Relationship/Integration with Union Labor; Memorandum of Understanding/Project Labor Agreement.

It is expected that a large labor pool will be required to execute the work involved in the redevelopment of Treasure Island. Towards that end, TICD intends to enter into a MOU/PLA with the San Francisco Building and Construction Trades Council, and its affiliates as well as other relevant unions and referral agencies, to ensure that a sufficient supply of skilled craft workers are available at the project, and that the work shall proceed continuously, without

interruption, in a safe and efficient manner, economically, with due consideration for the protection of labor standards, wages and working conditions. In furtherance of these purposes and to secure optimum productivity, harmonious relations between the parties and the orderly performance of the work, the parties will agree to establish adequate and fair wage levels and working conditions and to protect the project against strikes and lockouts and other interference with the process of work. In the event of a conflict between this Policy and any PLA or collective bargaining agreement, such PLA or collective bargaining agreement will control.

#### 2.5.8 Monitoring.

### **Monitoring Requirements**

1. The CityBuild Program and the TIDA Compliance Officer, or his or her designee, shall both monitor the standards and good faith efforts outlined in this ECP. CityBuild and the TIDA Compliance Officer shall schedule meetings through the term of this ECP to promote consistent communication.
2. Additionally, the City shall require all Project Sponsors and Contractors to maintain, or cause to maintain, for a period of two years from the date of substantial completion of work covered by this ECP, certified payroll and basic records, time cards, tax forms and superintendent and foreman daily logs for all workers performing work covered by this ECP. Such records shall also include all of those records required by the City's Labor Standard Enforcement Office. All such records shall be submitted to the City's CityBuild Program and/or the TIDA Compliance Officer upon request by the CityBuild Program or the TIDA Compliance Officer. All records submitted shall be accompanied by a statement regarding compliance signed by the covered employer.
3. TIDA, working cooperatively and in good faith with TICD, shall review the effectiveness of the ECP annually, commencing one (1) year after the Effective Date, and agree to work in good faith to make adjustments to this ECP in the event the review determines that adjustments should be made.

### **3. Additional TIHDI Economic Development Opportunities**

The Amended and Restated TIHDI Agreement identified additional economic development opportunities and programs to support TIHDI's goals and objectives for supporting formerly homeless and economically disadvantaged San Franciscans. The component served to create revenue-generating opportunities for TIHDI member organizations and to enhance work opportunities at Treasure Island for homeless and economically disadvantaged persons.

#### 3.1 General Requirements.

It is the intent of TIDA, TICD and TIHDI to provide to TIHDI rights to negotiate for contracts for its member organizations to provide certain services pursuant to the Amended and Restated TIHDI Agreement. It is expressly understood and agreed that TIHDI Member organizations wishing to provide service contracts will be expected to present market rate proposals, and any such proposal shall be approved or rejected by TIDA, TICD, or other owners/lessees pursuant to the Amended and Restated TIHDI Agreement and based on good

faith negotiations between TIDA, TICD or other owners/lessees and the TIHDI Member organization. That process and the covered services are described more fully in Sections 2 and 3 below.

3.2 Right of First Offer Process. For purposes of this Section 3.2, the right of first offer process ("*ROFO Process*") consists of the following steps:

- 3.2.1 TIDA and TIHDI shall work cooperatively and in good faith to identify opportunities to propose service contracts and other economic development opportunities described below.
- 3.2.2 TIDA shall notify TIHDI in writing when such service contracts and other economic development opportunities are ready for bidding.
- 3.2.3 One or more TIHDI member organizations will present a market rate contract proposal to TIDA or the applicable contracting party (which is defined as an entity covered by this Policy and entering into an ECA that is substantial conformity with this Policy) (the "*Contracting Party*") to perform the requested service. The proposal must demonstrate that the TIHDI member organization has sufficient experience and organizational capability, either on its own or in joint venture with another, to perform the required services.
- 3.2.4 The Contracting Party shall thereafter negotiate in good faith exclusively with such TIHDI member organization(s) for a reasonable period of time of up to two (2) months to attempt to finalize the terms of mutually acceptable service contract(s), which shall have a term of at least one(1) year, with renewals subject to negotiations.
- 3.2.5 If, despite such good faith efforts, the Contracting Party and the applicable TIHDI member organization(s) are unable to finalize the terms of a mutually acceptable service contract then the Contracting Party shall thereafter consider in good faith any proposals by other TIHDI member organizations, in addition to considering any bids by third party service providers for the requested service.

3.3 Covered Services.

- (a) Grounds Maintenance and Landscaping. Currently, TIDA contracts for grounds maintenance activities with Rubicon Enterprises, a TIHDI member organization. The provisions of this Section 3.a. shall apply to any subsequent contracts for grounds maintenance or landscaping services.
  - (i) Subject to any collective bargaining agreements applicable to the performance of grounds maintenance or landscaping services, TIDA shall follow the ROFO Process for grounds maintenance or landscaping contracts for the portions of Treasure Island that are owned or operated by TIDA, and if contracted out by property



management for rental housing developments owned or operated by TIDA. Areas within the Project Area that will be owned by TIDA could include the Marina Promenade, the Art Park along the western shoreline and the area referred to as the "Great Wilds" in the northern portion of the Project. Additionally, TIDC and TIHDI shall follow the ROFO Process for grounds maintenance or landscaping contracts that are contracted out for rental housing developments owned or operated by TIDC and TIHDI, respectively.

- (ii) TIDA will require that any agreements transferring all or any portion of TIDA's interest in or rights to use any commercial or publicly-owned property will require the transferee to follow the ROFO Process for grounds maintenance or landscaping contracts for any such property. Such properties are expected to include, but are not limited to: Buildings 1, 2 and 3; the Nimitz House Historic District; the common exterior areas of TIDC retail uses; neighborhood parks; the gymnasium; and other common exterior public spaces.
- (iii) Each Contracting Party will have the right to ensure that the services described in Subsection (ii) are provided at reasonable market rates, are performed to a first-rate market quality standard, are subject to standard termination rights, and are performed upon other terms as shall be mutually agreed.
- (iv) The annual Project goals shall include a credit against the overall workforce employment goals through contracting with TIHDI organizations that provide grounds maintenance or landscaping services or through direct hires by a Contracting Party under their respective ECAs.

3.3.2 Janitorial/Building Maintenance. Currently, TIDA contracts for janitorial and maintenance activities with Toolworks, Inc., a TIHDI member organization. The provisions of this Section 3.b. shall apply to any subsequent contracts for janitorial or building maintenance services.

- (i) Subject to any collective bargaining agreements applicable to the performance of janitorial or building maintenance services, TIDA shall follow the ROFO Process for janitorial or building maintenance contracts for the portions of Treasure Island that are owned or operated by TIDA, and if contracted by property management, for rental housing developments owned or operated by TIDA. Additionally, TIDC and TIHDI shall follow the ROFO Process for janitorial or building maintenance contracts that are contracted out by property management for rental housing



developments owned or operated by TICD and TIHDI, respectively.

- (ii) TIDA will require that any agreements transferring all or any portion of TIDA's interest in or rights to use a property will require the transferee to follow the ROFO Process for janitorial or building maintenance services for any such property. Such properties are expected to include, but are not limited to, Buildings 1, 2 and 3, the Nimitz House Historic District, the interior common areas of TICD retail uses, the gymnasium and other interior public spaces
  - (iii) Each Contracting Party will have the right to ensure that the services described in Subsection (ii) are provided at reasonable market rates, are performed to a first-rate market quality standard, are subject to standard termination rights, and are performed upon other terms as shall be mutually agreed.
  - (iv) The annual Project goals shall include a credit against the overall workforce employment goals through contracting with TIHDI organizations that provide janitorial or building maintenance services or through direct hires by a Contracting Party under their respective ECAs.
- (b) **Temporary Property Management Services.** The provisions of this Section 3.c. shall apply to any contracts for temporary property management services for residential projects, including but not limited to desk clerks, moving and cleaning services upon unit vacancy, and pest remediation in the event regular staffing to otherwise provide the following services is not sufficient and a need for additional resources is required.
  - (i) Subject to any collective bargaining agreements applicable to the performance of temporary property management services, TIDA shall follow the ROFO Process for temporary property management contracts for the portions of Treasure Island that are owned or operated by TIDA, and if contracted out by property management for rental housing developments owned or operated by TIDA. Additionally, TICD and TIHDI shall follow the ROFO Process for temporary property management contracts that are contracted out by property management for rental housing developments owned or operated by TICD and TIHDI, respectively.
  - (ii) TIDA will require that any agreements transferring all or any portion of TIDA's interest in or rights to use a residential property will require the transferee to follow the ROFO Process for temporary property management services for any such property.

- (iii) Each Contracting Party will have the right to ensure that the services described in Subsection (ii) are provided at reasonable market rates, are performed to a first-rate market quality standard, are subject to standard termination rights, and are performed upon other terms as shall be mutually agreed.
  - (iv) The annual Project goals shall include a credit against the overall workforce employment goals through contracting with TIHDI organizations that provide temporary property management services or through direct hires by a Contracting Party to its respective ECAs.
- (c) Good Faith Efforts Required. The implementation of the goals relating to the Services and Contracts section is premised on the good faith obligations required by the Amended and Restated TIHDI Agreement. Additionally, for purposes of Section 3.3.2, "good faith" means, at a minimum, that the Contracting Party:
- (i) shall have regular, ongoing negotiations with applicable TIHDI member organizations,
  - (ii) shall negotiate contract terms which are reasonable, market-based and customary for the applicable service; and
  - (iii) shall not enter into contracts with non-TIHDI member organizations under Section 2.e above on terms which are less favorable to the Contracting Party than those terms proposed by a TIHDI member organization, provided all other aspects of the proposal are comparable and market-based
- (d) Storage Space. TIDA or TICD will provide an appropriate and reasonable amount of storage space on Treasure Island to TIHDI member organizations performing services as described above, on terms to be jointly negotiated between the parties, for tools, supplies and work space needed to implement the foregoing service contracts.

### 3.3.3 TIHDI Economic Development Opportunities.

(a) General Requirements.

- (i) Pursuant to the Amended and Restated TIHDI Agreement, TIDA will provide TIHDI member organizations with the exclusive right to propose at least three (3) economic development opportunities on properties owned or operated by TIDA, which may include opportunities for small businesses or operations that facilitate extensive job training, employment and comparable opportunities.

- (ii) It is the goal of TIDA and TIHDI that each of these opportunities would provide job training and/or regular employment for economically disadvantaged persons. Based on the nature of these opportunities, the timing of the feasibility of their implementation will likely be predicated upon residential occupancy thresholds and development timelines.
- (iii) TIHDI participation in economic development opportunities provided by TIDA could include the following: (1) a multi-purpose conference center, wedding or meeting space, (2) a coffee shop or cafe, (3) catering services (4) operation of the On-Island bicycle lending library, (5) operation of a Crissy Field-like "warming hut," (6) event recycling and residential recycling education, or other appropriate economic development opportunities that may arise in the future will be tied to the timing of retail and commercial development.
- (iv) TIDA will be solely responsible for informing TIHDI of these opportunities and making these opportunities available to TIHDI member organizations in a timely fashion following presentation by TIHDI of a market-based proposal. Specific procedures for proposing programs for economic development opportunities are set forth in the Amended and Restated TIHDI Agreement, Article IV(C)(2). The TIHDI economic development opportunities must be financially feasible enterprises that provide job training and employment for TIHDI partner organizations.
- (v) The DDA between TIDA and TIDC will require that TIDC provide TIHDI with a right of first offer to present a market-based, competitive bid to operate an approximate 1,000 square foot cafe in Building 2, a 3 to 5 acre space within the Urban Farm to be located on Treasure Island (as reasonably determined by TIDA), and a 800-1000 square foot retail space in Building 2 to sell, process or manufacture produce grown at the Urban Farm by TIHDI.
- (vi) TIDA will have the right to ensure that these services are provided at reasonable market rates, are performed to a first-rate market quality standard, are subject to standard termination rights, and are performed upon other terms as shall be mutually agreed.
- (vii) TIDA shall negotiate in good faith exclusively with the applicable TIHDI member organization(s) for a reasonable period of time of up to six (6) months to attempt to finalize the terms of mutually acceptable agreement. If, despite such good faith efforts, TIDA and the applicable TIHDI member organization(s) are unable to finalize the terms of a mutually acceptable agreement, then TIDA

shall thereafter consider in good faith any proposals by other TIHDI member organizations, in addition to considering any bids by third party service providers for the applicable economic development activity.

- (viii) Any subcontractor providing these services will be required to utilize the TIHDI Job Broker system on an ongoing basis and will be subject to the participation goals as described herein.
- (b) Deconstruction Activities. The economic development activities described above shall include the right of TIHDI member organizations to provide deconstruction services at facilities owned or operated by TIDA, TICD and TIHDI on the following terms:
  - (i) Subject to any PLA or collective bargaining agreements applicable to the performance of deconstruction services, TIDA, TICD and TIHDI agree to use good faith efforts to maximize opportunities for economically disadvantaged persons to obtain training and participate in deconstruction and the salvage and recycling of materials on properties owned or operated by any of them. TIDA, TICD and TIHDI shall require that any subcontractor providing such services work cooperatively with the CityBuild Program to help create such opportunities.
- (c) Event Services; Pavilion.
  - (i) TIDA, TIHDI, Toolworks, a California non-profit corporation ("Toolworks"), and Wine Valley Catering, a ("WVC") have entered into an Event Venues Management Agreement and Use Permit dated as of October 1, 2007 (the "Permit"). Pursuant to the Permit, TIDA granted to TIHDI, Toolworks, and WVC (collectively, the "Permittee") the right to use the Chapel, Casa de la Vista and the Lobby of the Main Administration Building (Building 1), and portions of the parking areas adjacent thereto for a pilot program for the management, operation, catering and marketing of the Premises for special events. Those facilities include the "Pavilion." [It is intended that the Permittee would continue to manage the Pavilion in its current and future locations as described below subject to TIDA's approval.]
  - (ii) The Pavilion is expected to remain in its current location until infrastructure or permanent development on Treasure Island requires that it be moved. The Pavilion is likely to require an interim location before a final location can be provided. The cost of any interim moves and the final move of the Pavilion will be negotiated between TIDA and WVC; however, it is anticipated that

TIDA will initially pay all costs associated with the move, and WVC will reimburse TIDA for such costs over time through payment of the Venue License Fee as described in the Permit.

## Exhibit A

### I. ARBITRATION OF DISPUTES

#### 1. *Arbitration*

Any dispute involving the alleged breach or enforcement of an Employment and Contracting Policy Agreement, including but not limited to disputes over qualification of referrals; whether termination was for good cause; and whether the Project Sponsor, Contractor or Employer has complied with this Employment and Contracting Policy Agreement in good faith shall be submitted to arbitration. The arbitration shall be submitted to the American Arbitration Association, San Francisco, California office which will use the Commercial Rules of the AAA then applicable, but subject to the further revisions thereof. If there is a conflict between the Commercial Rules of the AAA and the arbitration provisions in this Employment and Contracting Policy, this Employment and Contracting Policy shall govern. The arbitration shall take place in the City and County of San Francisco.

#### 2. *Demand for Arbitration*

The party seeking arbitration shall make a written demand for arbitration ("***Demand for Arbitration***"). The Demand for Arbitration shall contain at a minimum: (1) a cover letter demanding arbitration under this provision and identifying the entities believed to be involved in the dispute; (2) a copy of the notice of default, if any, sent from one party to the other; (3) any written response to the notice of default; and (4) a brief statement of the nature of the alleged default.

#### 3. *Parties' Participation*

The Authority, Project Sponsor, Contractor, Employer and all persons or entities affected by the dispute shall be made Arbitration Parties. Any such person or entity not made an Arbitration Party in the Demand for Arbitration may intervene as an Arbitration Party and in turn may name any other such affected person or entity as an Arbitration Party; provided that, upon request by any party, the arbiter may dismiss such party if it is not reasonably affected by the dispute.

#### 4. *Authority Request to AAA*

Within seven (7) business days after service or receipt of a Demand for Arbitration, the Authority shall transmit to AAA a copy of the Demand for Arbitration and any written response thereto from the Project Sponsor, Contractor and/or Employer. Such material shall be made part of the arbitration record.

#### 5. *Selection of Arbitrator*

One arbitrator shall arbitrate the dispute. The arbitrator shall be selected from the panel of arbitrators from AAA by the Arbitration Parties in accordance with the AAA rules. The parties shall act diligently in this regard. If the Arbitration Parties fail to agree on an arbitrator

within seven (7) business days from the receipt of the panel, AAA shall appoint the arbitrator. A condition to the selection of any arbitrator shall be the arbitrator's agreement to: (i) submit to all Arbitration Parties the disclosure statement required under California Code of Civil Procedure Section 1281.9; and (ii) render a decision within thirty (30) days from the date of the conclusion of the arbitration hearing.

6. *Setting of Arbitration Hearing*

A hearing shall be held within ninety (90) days of the date of the filing of the Demand for Arbitration with AAA, unless otherwise agreed by the parties. The arbitrator shall set the date, time and place for the arbitration hearing(s) within the prescribed time periods by giving notice by hand delivery or first class mail to each Arbitration Party.

7. *Discovery*

In arbitration proceedings hereunder, discovery shall be permitted in accordance with Code of Civil Procedure §1283.05 as it may be amended from time to time.

8. *California Law Applies*

California law, including the California Arbitration Act, Code of Civil Procedure §§ 1280 through 1294.2, shall govern all arbitration proceedings in any Employment and Contracting Agreement.

9. *Arbitration Remedies and Sanctions*

The arbitrator may impose only the remedies and sanctions set forth below:

a. Order specific, reasonable actions and procedures to mitigate the effects of the non-compliance and/or to bring any non-compliant Arbitration Party into compliance with the Employment and Contracting Policy Agreement; provided, however, in no event may the arbiter enjoin work under any contract pertaining to the Project or in any way delay or stop work on the Project.

b. Require any Arbitration Party to refrain from entering into new contracts related to work covered by the Employment and Contracting Policy Agreement.

c. If any Arbitration Party is found to be in willful breach of its obligations hereunder, after being given notice and an opportunity to cure (including such time as is reasonably necessary to effect a cure) the arbitrator may impose a monetary sanction not to exceed Fifty Thousand Dollars (\$50,000.00) or ten percent (10%) of the base amount of the breaching party's contract, whichever is less, provided that, in determining the amount of any monetary sanction to be assessed, the arbitrator shall consider the financial capacity of the breaching party. No monetary sanction shall be imposed pursuant to this paragraph for the first willful breach of the Employment and Contracting Policy Agreement. Monetary sanctions may be imposed for subsequent uncured willful breaches by any Arbitration Party. For purposes of this paragraph, "willful breach" means a knowing and intentional breach.



d. Direct any Arbitration Party to produce and provide to the Agency any records, data or reports which are necessary to determine if a violation has occurred and/or to monitor the performance of any Arbitration Party.

#### *10. Arbitrator's Decision*

The arbitrator will normally make his or her award within twenty (20) days after the date that the hearing is completed but in no event past thirty (30) days from the conclusion of the arbitration hearing; provided that where a temporary restraining order is sought, the arbitrator shall make his or her award not later than twenty-four (24) hours after the hearing on the motion. The arbitrator shall send the decision by certified or registered mail to each Arbitration Party and shall also copy all parties by email.

#### *11. Default Award; No Requirement to Seek an Order Compelling Arbitration*

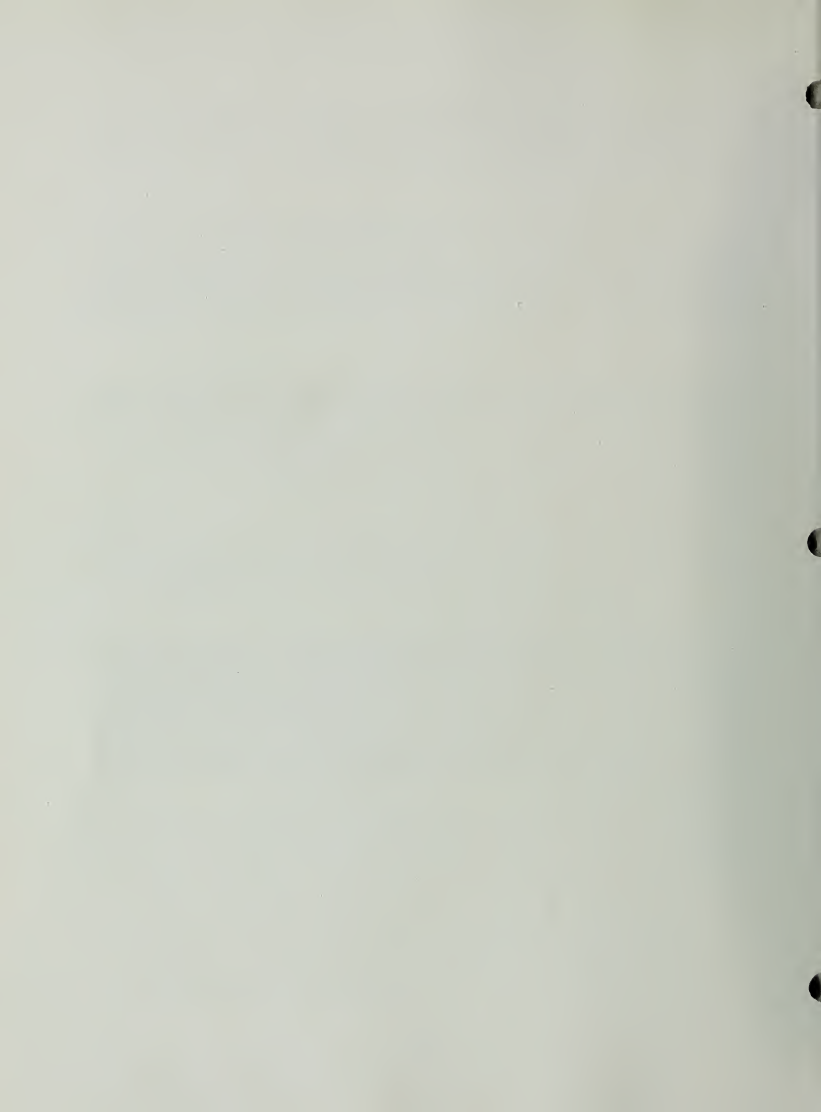
The arbitrator may enter a default award against any person or entity who fails to appear at the hearing, provided that: (1) the person or entity received actual written notice of the hearing; and (2) the complaining party has a proof of service for the absent person or entity. In order to obtain a default award, the complaining party need not first seek or obtain an order to arbitrate the controversy pursuant to Code of Civil Procedure §1281.2.

#### *12. Arbitrator Lacks Power to Modify*

Except as expressly provided above in this Section IX, the arbitrator shall have no power to add to, subtract from, disregard, modify or otherwise alter the terms of the Employment and Contracting Policy Agreement or to negotiate new agreements or provisions between the parties.

#### *13. Jurisdiction/Entry of Judgment*

The inquiry of the arbitrator shall be restricted to the particular controversy which gave rise to the Demand for Arbitration. A decision of the arbitrator issued hereunder shall be final and binding upon all Arbitration Parties. The prevailing Arbitration Party(ies) shall be entitled to reimbursement for the arbitrator's fees and related costs of arbitration. Each Arbitration Party shall pay its own attorneys' fees, provided, however, those attorneys' fees may be awarded to the prevailing party if the arbitrator finds that the arbitration action was instituted, litigated, or defended in bad faith. Judgment upon the arbitrator's decision may be entered in any court of competent jurisdiction.



# Yerba Buena Island : Habitat Management Plan



Prepared for : Treasure Island Community Development

March 2011

## Table of Contents

|                                                |                                                     |
|------------------------------------------------|-----------------------------------------------------|
| An Introduction to the Habitat Management Plan | 1                                                   |
| Habitat Management Plan : Part I               |                                                     |
| I.                                             | Overview of Part I: Habitat Management Plan         |
| A.                                             | Background 7                                        |
| B.                                             | Planning Process Summary 8                          |
| C.                                             | Summary of Management Actions 9                     |
| II.                                            | Existing Conditions                                 |
| A.                                             | Physical Setting 11                                 |
| B.                                             | Vegetation Communities 12                           |
| C.                                             | Wildlife 21                                         |
| D.                                             | Special-status Plants and Wildlife 24               |
| E.                                             | Intertidal and Offshore Resources 25                |
| III.                                           | Future Vision for YBI                               |
| A.                                             | Proposed Redevelopment Plan 27                      |
| B.                                             | Public Input 31                                     |
| IV.                                            | Habitat Management Strategies and Recommendations   |
| A.                                             | Concepts and Strategies 33                          |
| B.                                             | Goals and Strategies 36                             |
| C.                                             | Recommended Management Actions 36                   |
| V.                                             | Best Management Practices                           |
| A.                                             | Revegetation 45                                     |
| B.                                             | Protection of Sensitive Resource Areas 46           |
| C.                                             | Wildlife Protection 47                              |
| D.                                             | Invasive Species Removal 48                         |
| E.                                             | Prevention of Invasive Plant Spread 49              |
| F.                                             | Hazard Tree Assessment 49                           |
| G.                                             | Non-native Tree Removal 50                          |
| H.                                             | Prevention of Sudden Oak Death 54                   |
| I.                                             | Herbicide Application 55                            |
| J.                                             | Erosion Control 55                                  |
| K.                                             | Minimizing Recreational Impacts on Natural Areas 56 |
| VI.                                            | Management Zone Prescriptions                       |
| A.                                             | Introduction 57                                     |
| B.                                             | Management Zones: Attributes and Threats 57         |
| C.                                             | Management Zone Prescriptions 61                    |

## Habitat Management Plan : Part II

|      |                                            |    |
|------|--------------------------------------------|----|
| I.   | Overview of Part II: Implementation Plan   | 75 |
| II.  | Approach to Implementation                 | 76 |
| III. | Management Plan Priorities                 |    |
| A.   | Prioritization Framework                   | 77 |
| B.   | Prioritization Criteria                    | 77 |
| C.   | Recommended Priority Actions               | 79 |
| D.   | Preliminary Management Zone Prioritization | 79 |
| E.   | Preliminary Map Unit Prioritization        | 81 |
| IV.  | Long-term Monitoring and Maintenance       |    |
| A.   | Roles and Responsibilities                 | 83 |
| B.   | Success Criteria                           | 83 |
| C.   | Methods                                    | 85 |
| D.   | Analysis of Results                        | 86 |
| E.   | Maintenance and Adaptive Management        | 86 |
|      | Literature Cited and References Consulted  | 88 |

## Appendices

|             |                                                 |
|-------------|-------------------------------------------------|
| Appendix A: | Yerba Buena Island Flora                        |
| Appendix B: | List of Wildlife Species referred to in the HMP |

## An Introduction to the Habitat Management Plan

This Habitat Management Plan has been developed at the direction of Treasure Island Community Development (TICD) and Treasure Island Development Authority (TIDA), as part of the Treasure Island / Yerba Buena Island Redevelopment Project. The proposed Redevelopment Project includes dense, compact development on portions of the two islands, thereby freeing up the remainder of the land for the creation, restoration and/or enhancement of both developed and natural open space. A guiding principle of the proposed Redevelopment Project is to transform the islands into a regional destination. This would be accomplished by providing a vibrant mix of visitor and destination serving programs such as arts, cultural, entertainment and educational uses, as well as a diversity of parks and open space experiences. On Treasure Island (TI), the proposed programming for the open space is primarily for active recreation areas, whereas on Yerba Buena Island (YBI), most of the open space is proposed to be managed as natural habitat and passive open space. This Habitat Management Plan explains how this will be accomplished.

Yerba Buena Island is a special place. In stark contrast to its neighbor to the north, YBI is a steep and rocky natural island. It is relatively densely vegetated, although non-native and invasive species represent a large and increasing threat to the remnant native habitat. Nevertheless, there are pockets of nature remaining on YBI that represent the best of California landscapes.

From the perspective of TICD and TIDA, the project sponsors, it is important to note that the preservation, restoration and enhancement of the natural areas on YBI would not be possible without the proposed project. Volunteer-based and/or grant-funded stewardship projects, however, should be explored and encouraged to begin to remove some of the worst threats. While areas for new development are generally aggregated and overlap with existing developed areas, in some locations new development will affect land that has not previously been developed. In most of those locations, the ability of the existing landscape to support habitat is quite poor; in those few locations where exceptionally large native trees exist today, efforts will be taken to protect them. While the extent and impacts of site preparation and infrastructure improvements required to support new development cannot be known at this time, TICD and TIDA have proposed development standards and design guidelines that would control development within such areas that are not subject to this Habitat Management Plan.

Beyond development, another mandate on the project is to comply with the public trust (sometimes known as the "tidelands trust"). The project's goal of creating a regional destination on YBI that provides enhanced public access, preservation and restoration of wildlife habitat, protection of views, and visitor uses of historic building areas is consistent with the public trust.

In order to enable the development of housing and other non-public uses on Treasure Island, TIDA has obtained legislative authorization, subject to the approval of the State Lands Commission, to lift the public trust from portions of Treasure Island and impress it on portions of Yerba Buena Island, which as a natural island would not normally be subject to the trust. As trustee of the public trust, TIDA will be responsible for assuring that the development of new areas to be brought into the trust proceeds in a manner that complies with the public trust doctrine. The Treasure Island / Yerba Buena Island Redevelopment Project proposes a complementary mix of public uses, such as hotel development, recreational open space, wildlife habitat and trails, consistent with the following policy:

Traditionally, public trust uses were limited to water-related commerce, navigation, and fishing. In more recent years, however, the California Supreme Court has said that the public trust embraces the right of the public to use the navigable waters of the state for bathing, swimming, boating, and general recreational purposes. It is sufficiently flexible to encompass changing public needs, such as the preservation of the lands in their natural state for scientific study, as open space and as wildlife habitat. The administrator of the public trust "is not burdened with an outmoded classification favoring one mode of utilization over another."<sup>1</sup>

The goal of providing public access while respecting wildlife use is also supported by the San Francisco Bay Plan. The San Francisco Bay Conservation and Development Commission has given Yerba Buena Island a Park Priority designation, and also has jurisdiction over development within the 100-foot shoreline band around the edge of YBI. The development proposal responds to the Park Priority designation by creating a diversity of regionally serving open spaces including a hilltop park, and an interconnected trail network, which includes an extension of the San Francisco Bay Trail from the new East Span of the Bay Bridge. Within the 100-foot shoreline band, the steep terrain will gener-

<sup>1</sup> [http://www.slc.ca.gov/Policy\\_Statements/Public\\_Trust\\_Home\\_Page.html](http://www.slc.ca.gov/Policy_Statements/Public_Trust_Home_Page.html).



Yerba Buena Island

ally prohibit much enhancement of public access; however, those areas that are accessible (e.g. the Clipper Cove Beach and portions of the flat areas surrounding the Senior Officers' Quarters Historic District) will need to allow for public access consistent with Bay Plan policies:

If not properly located, improved or managed, recreation activities can have adverse effects on wildlife. This problem can be addressed by applying the Bay Plan public access findings and policies that address the compatibility of recreational activities with wildlife and their habitats when considering recreation-related development proposals.<sup>2</sup>

The timeline for implementation of the HMP is a long one, longer in fact than the timeline for the build-out of the proposed project. The HMP, proposed by TICD and TIDA as part of the Redevelopment Project, would not be implemented unless and until the project is approved. Should the proposed project be approved, HMP activities could begin as early as the redevelopment of YBI commences. However, there is no "end" to the HMP – long term monitoring and adaptive management of the habitat areas on YBI will be required so long as habitat provision remains a goal.

The HMP presented here is a plan and a process, a framework but not a result. The HMP will ultimately be overseen and implemented by TIDA, as the long-term owner of the habitat management areas. TIDA will in turn likely call on the resources of many different groups to implement the HMP: TICD, who will provide initial capital for a portion of the early HMP work to be completed; professional biologists, who will be hired to oversee activities as they are carried out; paid staff, who will complete necessary maintenance and more complex projects; and volunteers, who will likely do everything from conducting docent-led tours of the Island to hand weeding and clean-up. The long term vision described in this document is of broad goals, best management practices, and Management Zone prescriptions and priorities, but the vision will need to get translated into more and more specific plans as the work progresses. The responsibility for permitting these specific plans in a timely manner will rest with TIDA.

The HMP is meant to be a living document and the prescriptions set forth in this Plan are not meant to preclude additional studies but in fact recommends them. Site-specific plans are required to be developed at a level of detail simply beyond the scope of this Plan itself. Long-term monitoring will also help to inform future planning and the HMP will continue to be refined in the future according to the principles of adaptive management.

The HMP provided here has two parts. Part I describes existing conditions and discusses what is proposed for Yerba Buena Island. Part II prioritizes the proposed actions and talks about how the HMP might get implemented.

<sup>2</sup> [http://www.bcdc.ca.gov/laws\\_plans/plans/sfbay\\_plan#2](http://www.bcdc.ca.gov/laws_plans/plans/sfbay_plan#2)



## Habitat Management Plan, Part I

Section I, *Overview*, of the HMP provides the reader with the background and planning context for the YBI HMP, as well as a summary of recommended strategies and management actions for YBI that are detailed in Section IV of this document.

Section II, *Existing Conditions* contains a discussion of the physical setting, including topography, geology, and climate. Vegetation communities were mapped for the entire island and are characterized here, with unique or otherwise notable attributes for each vegetation map unit described. While it was beyond the scope of the preparation of the HMP to conduct a detailed wildlife inventory, much of what is currently known about YBI's wildlife, including native and non-native species, as well as special-status species, is also described.

Section III, *Future Vision* summarizes TICD and TIDA's proposed plans for developed areas on YBI and provides a discussion of the public vision for the habitat management component of YBI's redevelopment.

Section IV, *Habitat Management Strategies and Recommendations* discusses two ecologically based concepts for habitat management underlying the HMP, managing for special-status species and managing for biodiversity. This section moves on to a discussion of three basic strategies, preservation, restoration, and enhancement, that will be used to achieve HMP goals. The section then sets forth the goals and objectives of the HMP, with the three management strategies incorporated as the primary objectives of the HMP. Finally, this section discusses the primary management actions recommended by the HMP.

Section V, *Best Management Practices* identifies measures to be taken to minimize potential impacts of plan implementation, including, among others, impacts that could result from recommended actions such as revegetation, fence installation, and invasive species removal.

Section VI, *Management Zone Prescriptions* provides detailed recommendations on habitat management on the Island. The section first defines the HMP Management Zones, providing a rationale for their boundaries and a discussion of some of their specific attributes, as well as actual and potential threats to natural communities, within each zone. Basic overarching management prescriptions were developed for each zone by considering the existing constraints, threats, resources, and opportunities in each zone. More detailed management prescriptions are then given for each Habitat Map Unit. These will be the guide for future actions as the HMP is implemented over time.

## Habitat Management Plan, Part II

Section I, *Introduction to the Implementation Plan* frames the implementation of the Plan and describes how improved habitat can be sustained in the long term.

Section II, *Management Plan Priorities* provides direction for implementation of prescriptions based on ecological priority.

Section III, *Coordination with Treasure Island Development* considers the Plan components in the context of the actions of the larger Treasure Island Redevelopment Project and the Islands' management bodies.

These considerations, ecological priority and coordination with development, are the source material for Section IV, *Implementation Schedule*.

Section V, *Long-term Monitoring and Maintenance* outlines a process for assessing the success of management actions and approaches to rectifying problems identified after implementation.

Lastly, *Literature Cited and References Consulted* provides the literature and other references consulted in the preparation of the HMP.

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## Part I : Habitat Management Plan

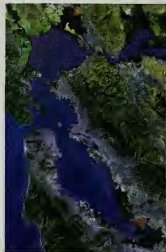
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# I. Overview

## A. Background

Treasure Island and Yerba Buena Island (collectively, the Islands) are in San Francisco Bay, about halfway between the San Francisco mainland and Oakland. The Islands are the site of the former Naval Station Treasure Island (NSTI), which is owned by the United States Navy. The Naval Station was closed on September 20, 1997, as part of the Base Realignment and Closure III program. The Islands also include a United States Coast Guard Station, a United States Department of Labor Job Corps campus, and land occupied by the San Francisco-Oakland Bay Bridge and tunnel structures.

The Treasure Island Development Authority is proposing a Redevelopment Plan for Treasure Island and Yerba Buena Island (Redevelopment Plan) that would provide the basis for redevelopment of most of the NSTI lands (the TIDA Plan Area or project site) from a primarily low-density residential area with vacant and underutilized non-residential structures to a new mixed use community with a variety of housing types, a retail core, a variety of open space and recreation opportunities, on-site infrastructure, and public and community facilities and services.



San Francisco Bay Area

The Redevelopment Plan and other planning documents would establish the land use controls and design standards for the project site. Implementation of the Redevelopment Plan would be through a Disposition and Development Agreement (DDA) between TIDA and Treasure Island Community Development, LLC, and related transactional documents. The basis for the Redevelopment Plan and the DDA is the Development Plan and Term Sheet for the Redevelopment of Naval Station Treasure Island (the Development Plan) endorsed by TIDA in October 2006 and by the San Francisco Board of Supervisors in December 2006. The Development Plan was prepared along with supporting studies that address project design concepts, transportation, infrastructure, sustainability, community services, affordable housing, jobs, and other aspects of the development.

The proposed development program includes approximately 8,000 housing units and a mixed-use urban core, with approximately 550,000 square feet of commercial/retail space, including both new construction and adaptive reuse, centered around an intermodal transit facility. Approximately 200-300 of the new homes will be built on YBI. The project also includes approximately 300 acres of parks and open space in total, of which approximately 74 acres are on YBI.

While both TI and YBI are to be redeveloped as part of the Redevelopment Plan, YBI's history and character are greatly distinct from that of TI. The history of YBI is complex and similar to that of California in microcosm, with most of the associated assaults on natural ecosystems: extensive goat grazing beginning in the 1830s, occupancy by the U.S. military beginning in 1868, and extensive attempts to "improve" YBI through the planting of thousands of Monterey pines, Monterey cypress and eucalyptus. Tree planting efforts began with California's first celebration of Arbor Day in 1887 and continued through the 1940s and have had a profound negative effect on much of the Island's vegetation. Yet from the perspective of habitat planners, it has retained, again in microcosm, many areas that either reflect the ecological diversity of the Bay area, or, in a few cases, have preserved unique examples of it. The Bay Area environmental community has long taken notice: the California Native Plant Society offers tours of the Island's native habitats, work parties organized by Nature in the City "weed" these areas to protect them, and bird counts and other wildlife inventories on Yerba Buena Island are conducted by the Golden Gate Audubon Society.

In recognition of this, in the 2006 endorsement of the Development Plan, the Board of Supervisors added a requirement that "a management plan for the natural areas on Yerba Buena Island shall be developed and adopted" as a condition of the Board's approval of the final DDA.

# I. Overview

In 2008, Conger Moss Guillard (CMG), working with EIR team members Turnstone Consulting and Environmental Science Associates (ESA) of San Francisco, were tasked by TIDA and TICD to prepare this Habitat Management Plan (HMP) for YBI.

## B. Summary of the Planning Process

The planning process undertaken by TIDA and TICD to develop the HMP included the following:

- Mapping of habitat types and describing the existing conditions on YBI, including those on parts of YBI that are not actually part of the HMP arena of interest, in order to fully inform the planning process.
- Reviewing any constraints (and the identifying new opportunities) to the design or implementation of the HMP, especially regarding expectations of the interested public.
- Developing "prescriptions" for each habitat type, or aggregation of types, in sufficient detail to allow implementation by a restoration ecologist.
- Describing Best Management Practices (BMPs) that will be required to minimize any potential impacts from activities associated with HMP prescriptions.
- Prioritizing HMP prescriptions and actions, both in terms of ecological importance and cost-effectiveness.
- Sequencing HMP actions in coordination with Treasure Island development activities.
- Developing a long-term Monitoring and Maintenance Program, which would include performance criteria and actions to be taken in response to changing conditions (i.e. adaptive management).

The HMP reflects the outcome of each of these steps.

### Limitations on the Scope of the HMP

This HMP is bounded in a number of respects. First, geographically, the HMP applies to the natural areas of YBI that are within the TIDA area. It does not apply to the Coast Guard lands, the Caltrans right of way, intertidal and off-shore areas, or to TI.



Redevelopment Plan for Treasure Island and Yerba Buena Island

This HMP is also bounded by the presence of other, overlapping regulations and documents. In any complex development project such as this one, with collocated lands with multiple uses, decisions on land designations and treatment are essentially shared or partitioned between planning authorities, and this division of labor needs to be clear at the outset. Accordingly, the YBI HMP recognizes that many actions that will benefit or protect natural systems are more logically and effectively dealt with as part of the analysis of Treasure Island development under the California Environmental Quality Act (CEQA) process. As the Treasure Island project is implemented, and both Islands are managed over the long term, certain natural resource issues will fall under the mitigation measures for the substantial changes in, or threats to, current environmental conditions. For example, tide pools along the western shore of YBI and eelgrass beds on the eastern side are best "managed" by CEQA commitments to control uses and avoid impacts, even when this Plan – for the sake of completeness – provides a discussion of them in Section II, *Existing Conditions*. In other cases, the HMP defers to the Redevelopment Plan for commitments regarding policies that pertain to residential development. (For example, control of feral cats and free-roaming pets, night lighting, and landscape planting around houses).

### C. Summary of Management Actions

This section summarizes the primary actions to be implemented in order to achieve HMP goals and objectives; these actions are discussed in more detail in Section IV, *Habitat Management Strategies and Recommendations*. The actions are grouped below under the three main strategies or objectives discussed in Section IV: Preservation, Restoration, and Enhancement.

#### Recommended Actions Under All Strategies:

- *Establish permanent or seasonal access restrictions through fencing and/or signage. Trails through especially high value areas, such as the oak woodland in Map Unit 6 could be fenced on both sides to ensure that recreational users remain on trails.*
- *Establish educational programs on the importance of YBI's biological resources as well as supporting established stewardship programs and developing new ones.*

#### Recommended Actions Under the Preservation Strategy:

- *Map rare plant populations and other resources of interest.*
- *Conduct regular early detection monitoring for non-native plant invasions and remove promptly if found.*

#### Recommended Actions under the Restoration and Enhancement Strategies:

- *Revegetate to establish site-specific and appropriate habitat that provides desirable habitat values and functions. Revegetation may involve installation of irrigation and temporary and permanent fencing, hand-seeding, hydro-seeding, and planting container stock of native, local, and ecologically appropriate plant species.*
- *Reintroduce special-status plants to suitable habitat on YBI to enhance a valuable natural resource that contributes to the overall biodiversity and unique natural history of YBI.*
- *Remove invasive plant species to support existing relatively high-quality habitat and to re-establish native communities on YBI. The most problematic species on YBI are eucalyptus, French broom, iceplant, veldt grass, Algerian ivy, sticky eupatorium, Canary Island marguerite, and sweet fennel. Removal of invasive species will allow native vegetation to re-establish naturally or provide more suitable habitat for revegetation efforts.*
- *Construct trails and install recreational facilities as a method to educate the public, to increase public appreciation of YBI's natural resources, and to reduce human impact in the Island's natural areas.*



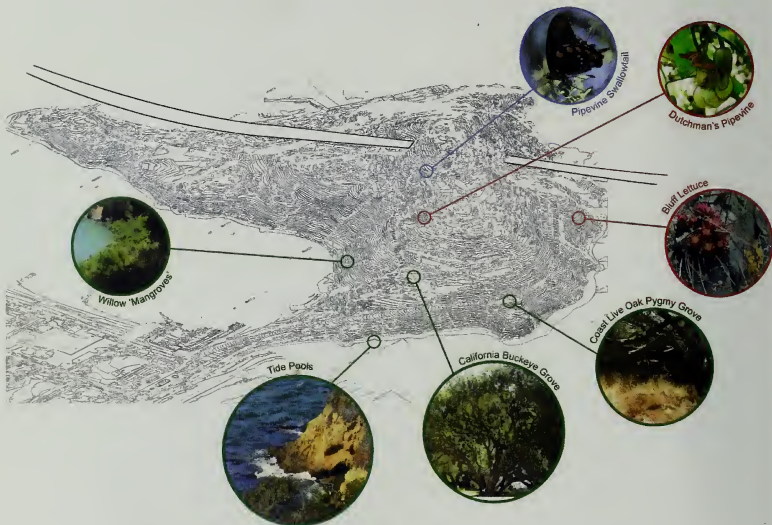
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## II. Existing Conditions

### A. Physical Setting

Situated only a few miles from major metropolitan areas, in between San Francisco and Oakland, Yerba Buena Island is a remarkable ecological resource. Noteworthy ecological features offer a memorable encounter for the interested public. These include: an intriguing pygmy grove of native coast live oaks shaped by unrelenting on-shore winds from the Golden Gate; a buckeye grove of large mature specimens that over the past century were incorporated first into a cemetery and then a public park; and a willow 'mangrove', accessible from a sandy beach, with tree branches hanging in salt water and covered with barnacles. Intact native habitats such as valley wild rye grassland, northern coastal scrub and tide pools used for haul out by harbor seals galvanize the remarkable conditions described above. Native plant species can be found on YBI and include dune gilia, the fiesta flower and dutchman's pipevine. The Dutchman's pipevine is directly connected to the pipevine swallowtail butterfly, also found on YBI. If conditions are right, the pipevine swallowtail can be seen "hill-topping" the peak of YBI.

Yerba Buena Island is approximately 150 acres in size. Historically, topography was broadly sloping from the Island's summit at 338 feet above mean sea level, becoming steeper further from the summit. Current topography includes a series of terraces engineered for development beginning at the top of the Island, with steep slopes and cliffs down to the Bay on all sides. Slopes on YBI range from five to 75 percent.<sup>3</sup>



<sup>3</sup> Information for the physical setting was adapted from Tetra Tech and Michael Wood (1996).

## II. Existing Conditions

YBI is thought to have been uplifted by faulting along a branch of the Hayward Fault approximately one million years ago. The Island is described as a rock outcrop comprised of greywacke sandstone interbedded with shale and siltstone of the Franciscan formation (Baise et al., 2001). Bedrock on the Island is covered by thin sandy deposits from the Pleistocene Colma formation or derived from the underlying sandstone. Artificial fill was placed at the northeastern tip of the Island in 1943. The soils on YBI are mapped as a complex consisting of the Candlestick, Kron, and Buriburi series. The texture of these soils ranges from fine sandy loam to gravelly loam, reflecting the underlying bedrock. Native soils on YBI range from ten to 40 inches in depth and have been highly altered throughout the Island by grading, excavating, filling, and otherwise reshaping topography. Developed and paved areas on YBI are mapped as developed land and soils on the steepest slopes are mapped as Orthents.<sup>4</sup>

Marine influences exert a strong control on YBI's climate, which is characterized by frequent nightly fog, which sometimes persists all day during the summer, and strong prevailing winds coming from the northwest through the Golden Gate. In keeping with California's Mediterranean climate, precipitation occurs primarily from October through April, with an average annual rainfall on the Island of around 20 inches. Temperatures are moderate year-round, with an average annual high of 57° F and an average frost-free period of 300-350 days. Relative humidity ranges from 50 percent during the day to 75 percent or more at night. Prevailing wind speeds are less than six miles per hour and exceed 12 miles per hour only 10 percent of the time, with stronger winds usually associated with winter storms.

The Island supports several microclimates that influence the distribution of the plant species and assemblages present. Thin soils over rocky substrate support the pygmy oak stands on the warm, wind-swept western part of the Island. Coastal scrub is found on steeper, sandier slopes. Taller oaks and toyons, along with lush fern grottos are present on the shady north-facing slope above Clipper Cove, sheltered from the prevailing winds and receiving fog drip from the surrounding eucalyptus trees. Stands of willows have evolved at the base of sandy slopes where groundwater is present near the surface. Rocky outcrops on western exposures support coastal scrub species such as seaside woolly sunflower and powdery dudleya.

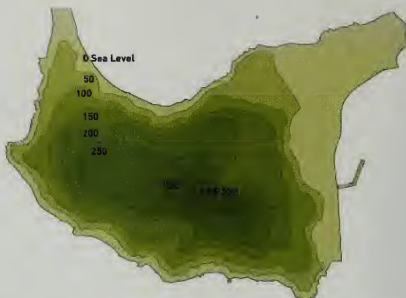
### B. Vegetation Communities

Vegetation Communities Maps A-C show the existing plant communities and developed areas on YBI, focusing on undeveloped areas of the Island. Although the HMP's management scope excludes lands owned by the Coast Guard and Caltrans, the existing conditions of those properties are mapped along with the property to be transferred to TIDA, since plants and animals are not constrained by political or ownership boundaries. A number was assigned to each Map Unit (or polygon) so that unique attributes could be captured in Table 1. The methods used in the creation of the vegetation maps are described below, followed by descriptions of the vegetation communities used to classify and evaluate the vegetation on the Island.

Several resources were consulted in the creation of the existing conditions map, including existing reports (e.g., Tetra Tech and Michael Wood, 1996); maps and notes from extensive floristic surveys conducted by Michael Wood from 1995 through 2006; more recent personal communications with Mr. Wood; high resolution aerial photographs; and field notes and data from ESA's site visits in 2008 and 2009. The vegetation map was generated in the Geographic Information System (GIS) program ArcMap 9.2 by digitizing polygons that represent discrete vegetation units. Each polygon was assigned a unique reference number. The vegetation classification used to describe YBI plant communities is loosely based on Holland (1986) and Keeler-Wolf (1995) and each type is based on the dominant plant species, where there is one, or on the physiognomic form (structure, size, and appearance), if there are two or more dominant species.

A brief description of each vegetation community type on YBI follows.

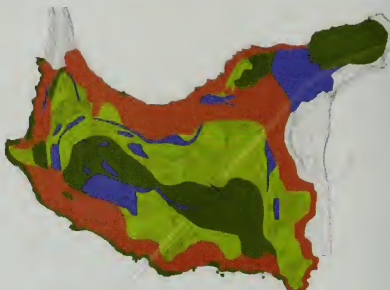
<sup>4</sup> Orthents are a class of Entisols, which are young soils, shallow and with no horizons and little organic matter. Orthents form on steep slopes where erodible material is so rapidly removed by erosion that a permanent covering of deep soil cannot establish itself.



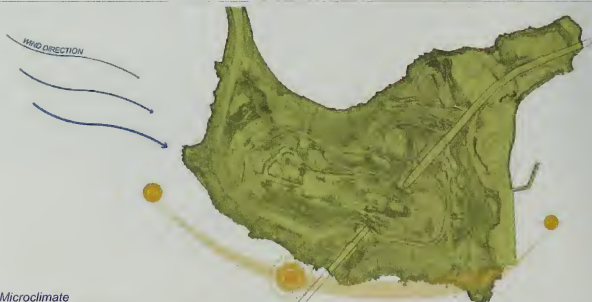
① *Elevation Analysis*

**Geologic Materials**

- Franciscan Bedrock:**  
Sandstone, siltstone.
- Dune Sand and Alluvium:**  
Dense fine sand. Locally cemented with gravel lenses. Covering rock up to 80 feet thick.
- Colluvium and Landslide Debris:**  
Unstable loose sand and rock debris covering island.
- Manmade Fills:**  
Thin deposits under most roads and building pads. Thick deposits under causeway and Coast Guard port facilities.



① *Geologic Map*



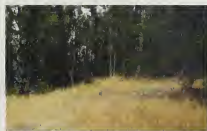
① *Microclimate*

## II. Existing Conditions

### B. Vegetation Communities

#### California Annual Grassland

The California annual grassland community consists primarily of annual non-native grasses and herbaceous annuals and generally corresponds to areas that have been disturbed by human activities. On YBI, this plant community lacks a significant tree or shrub layer and is dominated by brome grasses, Italian ryegrass, and wild oats (see Appendix A for a checklist of plant species identified as occurring on YBI, including common and scientific names). Several areas dominated by California annual grassland in the Coast Guard lands support dune gilia and cobwebby thistle, two plants of local importance for conservation. This plant community covers only a small area on the Island, approximately 1.8 acres. Originally, much of the Island would appear to have been covered by coastal prairie, but this community has been extirpated over time as a result of grazing, development, grading, and tree planting.



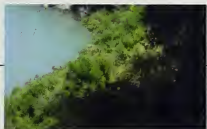
#### Valley Wildrye Grassland

Although their total cover is not large, approximately 1.42 acres, wildrye grasses are common on YBI, especially creeping wildrye. These are native, perennial grasses that spread by creeping rhizomes (underground stems). Few areas are dominated by these grasses – they are usually a minor component of a woodland understory – however, there are three specific areas on the island where wildrye grasses are dominant (Map Units 1, 12, and 39) and there is a rapidly spreading stand near the north end of Clipper Cove beach.



#### Central Coast Riparian Scrub

Approximately 1.55 acres of central coast riparian scrub vegetation occurs on YBI. This community is dominated by arroyo willow, which in most cases is growing in dense, impenetrable thickets, often at the base of steep slopes. The establishment of this community in many areas seems to be associated with natural seeps and/or artificial ones caused by irrigation from leaky pipes. These areas generally have relatively low plant species diversity, and some stands are being invaded by Himalayan blackberry and sticky eupatorium or encroached by eucalyptus.



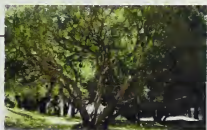
#### Northern Coastal Scrub

The northern coastal (Franciscan) scrub vegetation community is dominated by small to medium-sized shrubs, such as California sagebrush, coyote brush, sticky mon-key flower, lizard tail, and yellow bush lupine, and occurs in relatively undisturbed areas along the steep bluffs of YBI. Much of the 14.3 acres of northern coastal scrub on YBI is relatively undisturbed and has a high diversity of native plant species. This community also supports populations of the special-status plant dune gilia.



#### California Buckeye Woodland

California buckeye is a native tree species that occurs throughout the state in a wide variety of habitats but is considered locally rare in San Francisco (CNPS, no date). There is only one stand of vegetation dominated by this tree on the island and it is relatively small (approximately 0.2 acre), with a lawn understory (see Map Unit 23). However, the trees are mature and represent a historic remnant of the vegetation that most likely existed on the island prior to human disturbance.



#### Coast Live Oak Woodland

Coast live oak trees are present across YBI and are the dominant native tree. Aspect, slope, density, age and associated species differ greatly from one stand of coast live oak woodland to another. Some stands have a healthy understory of toyon, California hazelnut, blue elderberry, and Dutchman's pipevine – native plant species common to oak woodlands throughout the state, while other stands are being invaded by non-native species like French broom, Algerian and English ivy, or are encroached upon by eucalyptus trees. One unique stand of coast live oak woodland (Map Unit 6) is a pygmy grove that has developed in response to environmental factors like wind and poor soils. Coast live oak woodland covers approximately 7.5 acres on YBI.







Existing Conditions : Vegetation Communities Map A

## II. Existing Conditions

### B. Vegetation Communities



The 19.5 acres of coastal live oak woodland in Map Unit 17 are dominated by *Quercus laevis* and *Quercus agrifolia* with scattered *Eucalyptus* trees. The two species form a mosaic distributed throughout these Map Units and it was not practical to map them separately. Distinguishing this community from eucalyptus woodland is important since there may be a greater potential to implement plant species conservation strategies in the coastal live oak woodland. The coastal live oak woodland is adjacent to the eucalyptus woodland and enhancing the existing oak woodland from within the woodland dominated exclusively by eucalyptus.



#### Eucalyptus Woodland

Non-native eucalyptus trees were planted on YBI beginning in the late 1880's. The trees are now very large and dominate approximately 31 acres of the Island's vegetation, but there are several other non-native species that have been introduced and are now growing naturally. With some areas being completely dominated by non-native species like French broom and redbud and other stands that include the presence of the special-status plant dune gilia (Map Unit 9). Most of the eucalyptus woodland dominated areas have been disturbed in one way or another and present significant restoration challenges.



#### Ruderal/Landscaped

Ruderal and landscaped areas are sites where the natural vegetation has been removed or disturbed and the area has been planted with non-native species. These areas are typically developed or landscaped or impacted by road construction, development, or other significant disturbance. Existing vegetation in these areas is generally composed exclusively of non-native, and often invasive, plants. Common invasive non-native plants found on YBI include *French broom*, *Redbud*, *Red vine*, *Blackberry*, and *Algerian ivy*. This vegetation type covers approximately 10 acres on YBI.



#### Existing Developed

The 57 acres mapped as "Developed" in Vegetation Communities Map C include the seawall, Guard Station, and the Bay Bridge. The developed areas are characterized by a variety of existing structures, roads, and paved areas that are surrounded by both planted landscape vegetation and naturally occurring vegetation such as mature coastal live oak trees. There is a wide variety of vegetation types in this area, including a uniform stand of eucalyptus in Map Units 30 and 31 northeast of the developed area. Two significant stands of coastal live oak trees within Map Unit 17 that are distinguished from the surrounding developed area because of the size and structure of the native oak trees and the presence of unique plant species occurring within the stands. The vegetation in this area is primarily composed of native tree and understory species. The preponderance of land cover within these Map Units is landscape associated with the Coast Guard Station and the Bay Bridge.





Existing Conditions : Vegetation Communities Map B

## 11. Existing Conditions

Table 1: Existing Conditions Vegetation Map Units: Classification and Unique Attributes

| Map Unit | Vegetation Community and Use | Unique Attributes                                                                                                                                                                                    |
|----------|------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1        | valley willow grassland      | Fullly large and open stand of Valley willow grassland on former, saguaro flat.                                                                                                                      |
| 2        | eucalyptus woodland          | Coastal scrub species persist at edges of stand.                                                                                                                                                     |
| 3        | northern coastal scrub       | Diverse mix of coastal species, including, in thickets/sand and exposed sandstone of the Colma formation, extending southward along the coast. Present along the southern shoreline of the Map Unit. |
| 4        | central coastal riparian     | Small stand of arroyo willow established on flat with steep well-lighted off face. Has expanded over the years.                                                                                      |
| 5        | northern coastal scrub       | Diverse and thick stand of scrub on steep western slopes. Supports nesting western gull.                                                                                                             |
| 6        | coastal oak woodland         | Coastal oak woodland with some non-native grasses. Views of San Francisco.                                                                                                                           |
| 7        | natural/hardwood             | Thick, French broom scrub, ferns, non-native grasses, rowan.                                                                                                                                         |
| 8        | northern coastal scrub       | Thick stand with lots of California milk grass. Supports populations of shore gull.                                                                                                                  |
| 9        | eucalyptus woodland          | Eucalyptus woodland of dense gull.                                                                                                                                                                   |
| 10       | natural/hardwood             | Extensive patch of California poplery on slope facing Monterey point. Considerable native diversity on dunes above eastern lunar portal including buckeye, oaks, madroño, greasewood.                |
| 11       | coastal oak woodland         | Impressive patch of Chinaman's pipeline on one oak.                                                                                                                                                  |
| 12       | valley willow grassland      | Creeping meadow grassland with phacelia, coastal wood. Woodman's pipeline, slenderberry.                                                                                                             |
| 13       | eucalyptus woodland          | Scattered lots of eucalyptus. Native species present in understorey, especially in areas with canopy, as well as native grasses, non-native grasses, and other natural species.                      |
| 14       | natural/hardwood             | Monterey cypress, annual grasses.                                                                                                                                                                    |
| 15       | natural/hardwood             | French broom scrub, acacia, legumin.                                                                                                                                                                 |
| 16       | natural/hardwood             | Annual grasses, ferns dominant, with young eucalyptus in some areas.                                                                                                                                 |
| 17       | avocado woodland             | Large area of avocado with some native grasses and species that support native shrubs and herbaceous species.                                                                                        |
| 18       | eucalyptus woodland          | Black phacelia and dogroflong forage for small insects over the lawn in the park.                                                                                                                    |
| 19       | coastal oak woodland         | Small dense eucalyptus with non-native grasses in riparian area.                                                                                                                                     |
| 20       | northern coastal scrub       | Small remnant patch of oaks with bayon.                                                                                                                                                              |
| 21       | coastal oak woodland         | Woody—being invaded by French broom and sweet fern, but includes the stand of Douglas fir/rosera.                                                                                                    |
| 22       | eucalyptus woodland          | Small remnant patch of oaks with bayon.                                                                                                                                                              |
| 23       | california bayshore woodland | Nathan lawn is oval/irregular former cemetery site, hosts flower plants.                                                                                                                             |

| Map Unit | Vegetation Community and Use | Unique Attributes                                                                                                                                                                                              |
|----------|------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 24       | super/riparioscud            | Cajon Cove Park. Landscaped with oaks and shrubs to line paths. Swallow's flight for insects over oaks.                                                                                                        |
| 25       | natural/landscap             | Completely new, no till slope connecting YB to T1.                                                                                                                                                             |
| 26       | high marsh                   | Wetlands, juncos, juncos, grackles, upland to T1. But Lurie area on high rise is a good example of natural restoration after the area was cleared of invasive by vegetation.                                   |
| 27       | coast live oak woodland      | Nice specimens of coast live oak, toyon, some shrubs. Montary pine, copanese, butterfly bush also present.                                                                                                     |
| 28       | central coast (poan scrub    | Wetland coastal at base of slope below slatway. Wet above high tide line.                                                                                                                                      |
| 29       | eucalyptus woodland          | Many native oak, toyons, some California heathland. Field flower, stringing pinks, coastal wood fern in the understory.                                                                                        |
| 30       | coast live oak woodland      | Dichroanthus pilosus.                                                                                                                                                                                          |
| 31       | coast live oak woodland      | Larja coast live oak. Dutchman's pipevine.                                                                                                                                                                     |
| 32       | natural/landscap             | Landscaped path along base Buena Road. Red grass, eucalyptus, incense, photinum.                                                                                                                               |
| 33       | coast live oak woodland      | Nice specimens of coast live oak, toyon, some shrubs. Specimens of Buena bay and French broom also present.                                                                                                    |
| 34       | northern coastal scrub       | Vegetation regulated by Pacific sea, with California eucalyptus.                                                                                                                                               |
| 35       | central coast (poan scrub    | Bamboo on yellow slopes. Unique mangrove-like stand on steep slope.                                                                                                                                            |
| 36       | coast live oak woodland      | Only kind of forest on YB slope near eastern end of path.                                                                                                                                                      |
| 37       | coast live oak woodland      | Coast live oak and eucalyptus overstory, 10% is dominant eucalyptus. Eucalyptus understory, and poison oak also present, as is French broom.                                                                   |
| 37       | existing development         | Area that supports native shrubs and infectious species area that support native shrubs and infectious species area.                                                                                           |
| 38       | coast live oak woodland      | Shrub, dense, loose, Calicut formation and dense, abundant, waxy, Calicut formation.                                                                                                                           |
| 39       | valley adobe grassland       | Narrow band of deeping grassland with some wildflowers.                                                                                                                                                        |
| 40       | northern coastal scrub       | Narrow strip of coastal scrub, relatively diverse.                                                                                                                                                             |
| 41       | eucalyptus woodland          | Parade of cultural history. Then used to be old wooden staircase near with a wooden canopy. I may have been torn down. W. Wood made initial reconnaissance and concluded that it was of no botanical interest. |
| 42       | coast live oak woodland      | Coast live oak and eucalyptus overstory, 1% is dominant eucalyptus. Eucalyptus understory, and poison oak also present, as is French broom.                                                                    |
| 43       | northern coastal scrub       | Wetland plants observed during on bulls. Relatively rich remnants of coastal scrub species with very sparse wooded oaks. Habitat destroyed by the redwood tree. Casey Island mangrove.                         |
| 44       | eucalyptus woodland          | Supports some bayberries, but not as dense as Map Unit 24. In addition to eucalyptus, this is comprised of a dry                                                                                               |

| Map Unit                            | Vegetation Community/soil Use | Unique Attributes                                                                                                                                                                                      |
|-------------------------------------|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 45                                  | existing development          | The Great Whittier are located at the western end with historical landscaping and housing that will be retained.                                                                                       |
| 46                                  | northern coastal scrub        | Western coastal scrub with eucalyptus woodland overstory. Native grass, coastal sage, and shrub ferns. Some large old oaks, solitary pines, and some large trees.                                      |
| 47                                  | northern coastal scrub        | Western coastal scrub with eucalyptus woodland overstory. Native grass, coastal sage, and shrub ferns. Retain some large oaks. Some large trees.                                                       |
| 63                                  | coast live oak woodland       | Large coast live oaks.                                                                                                                                                                                 |
| 64                                  | coast live oak woodland       | Large coast live oaks.                                                                                                                                                                                 |
| <b>The Coast Guard and Caltrans</b> |                               |                                                                                                                                                                                                        |
| 48                                  | existing development          | Dominated by landscape with some landscaped areas.                                                                                                                                                     |
| 49                                  | eucalyptus woodland           | Highly disturbed, modified riparian.                                                                                                                                                                   |
| 50                                  | riparian woodland             | Highly disturbed, modified riparian.                                                                                                                                                                   |
| 51                                  | coast live oak woodland       | Dense, grassed oak on sandstone duffs.                                                                                                                                                                 |
| 52                                  | central coast riparian scrub  | Dense, grassed oak at base of moist slope.                                                                                                                                                             |
| 53                                  | coast live oak woodland       | Dense, grassed oak on steep sandstone duffs.                                                                                                                                                           |
| 54                                  | existing development          | Historic housing and light towers, landscaping.                                                                                                                                                        |
| 55                                  | coast live oak woodland       | Supports the only patch of coyote and found on VII. Site a well fenced off and accessible except under Coast Guard permit.                                                                             |
| 56                                  | eucalyptus woodland           | Coastal scrub with eucalyptus and cowberry shrubs. Oaks and bayon also present.                                                                                                                        |
| 57                                  | northern coastal scrub        | Coastal scrub with lupine meadowgrass grassland. Possibly the largest bunchgrass grassland in San Francisco County. Tremendous amount of blue oaks, big patches of coffee scrub, and some large trees. |
| 58                                  | Cultivated annual grassland   | Remnant of southern California bluffs. Overlook harbor and historic beach.                                                                                                                             |
| 59                                  | riparian woodland             | Dune grass and cowberry shrubs might be here, too.                                                                                                                                                     |
| 60                                  | eucalyptus woodland           | French broom scrub.                                                                                                                                                                                    |
| 61                                  | California annual grassland   | Oaks and bayon also present.                                                                                                                                                                           |
| 62                                  | riparian woodland             | Dune grass and cowberry shrubs might be here, too.                                                                                                                                                     |
|                                     |                               | French broom scrub.                                                                                                                                                                                    |

18 Table 1 summarizes the vegetation communities present in each Map Unit, as well as unique attributes, when known, for each Map Unit.



## II. Existing Conditions

### C. Wildlife

This section identifies all currently documented fauna found on YBI. The relatively small size of YBI and the modest amount of habitat affords a relatively limited group of fauna. However, future studies will be important to continue to inform the ongoing planning process because knowledge of YBI's wildlife is incomplete. Some studies will be required under this Plan's BMPs [Section V], such as pre-construction bird surveys that must be done to avoid direct and indirect impacts on the reproductive success of the Island's avifauna. Others could be conducted by volunteers or professionals in order to add to the knowledge base and could include a continuation of wildlife inventories, such as breeding bird surveys or monthly bird monitoring at established points, continued invertebrate surveys, and small mammal trapping. Further areas for study could include documentation of important wildlife resources on YBI, such as bat roost location and nectar plants for different butterfly species.

#### *Invertebrates, Herpetofauna*

Recent surveys carried out by lepidopterists have catalogued several butterflies and moths that use habitat on YBI including the orange tortrix moth, which is rarely found in San Francisco (Powell, 2009), the umber skipper, and the rural skipper, which is a new breeding species for the county and an Island endemic that has not been documented from the mainland (O'Brien, 2009). Other species likely to occur on YBI due the presence of their host plants include the echo blue, Mylitta crescent, painted lady, sandhill skipper, woodland skipper, acmon blue, and green hairstreak.

Dutchman's pipevine is the host plant for the pipevine swallowtail butterfly. While not of high conservation concern generally, the butterfly is now very rare in San Francisco and indicative of an intact native habitat. Dutchman's pipevine is found in Map Units 11, 30, and 31 and is more abundant here than it is throughout all of San Francisco County. Other butterfly habitat may occur at the Island's summit. "Hilltopping" is a phenomenon among mating butterflies, a mate-searching strategy where males and virgin or multiple-mating females seek a topographical summit on which to mate. Mated females descend from the summits thereafter to search for host plants.

Western fence lizards and garter snakes have been observed on YBI. Alligator lizards, California slender salamander, arboreal salamander, and gopher snakes are possible residents of the Island as well.



Pipevine swallowtail butterfly



Orange tortrix moth



Umbur skipper



Rural Skipper



Alligator lizard

## II. Existing Conditions

### Birds

San Francisco Bay is the largest estuary on the west coast and an important stop along the Pacific Flyway. Hundreds of thousands of birds from 281 species (USFWS 1987) fly over or near YBI and TI each year. Although most are migrants along the Pacific Flyway, 70 percent of these birds spend some time each year in the Bay. Remnant habitat on YBI may well provide important refugia and breeding habitat for migratory and local birds.

### Breeding Birds

Little direct information is readily available on the exact composition of YBI's avifauna. Using the San Francisco Breeding Bird Atlas (2003), three species lists from Golden Gate Audubon bird surveys (Hopkins, 2002; GGAS, 2007; GGAS, 2010), and a breeding bird monitoring report (Ganda, 2003), we compiled a list<sup>6</sup> of birds that have been observed on YBI and in the waters nearby (see Appendix B for the full list). Species listed here are potential or actual nesters on the Island.



Red-tailed hawk



Killdeer

- Double-crested cormorant
- Black-crowned night-heron
- Canada goose
- Red-tailed hawk
- Killdeer
- Western gull
- Mourning dove
- Rock dove
- Anna's hummingbird
- Allen's hummingbird
- Black phoebe
- Common raven
- Steller's jay
- Western scrub jay
- Cliff swallow
- Barn swallow
- Chestnut-backed chickadee
- Bush tit
- Brown creeper
- American robin
- Northern mockingbird
- European starling
- Orange-crowned warbler
- Wilson's warbler
- Spotted towhee
- California towhee
- White-crowned sparrow
- Song sparrow
- Dark-eyed junco
- Brown-headed cowbird
- Red-winged blackbird
- Brewer's blackbird
- House finch
- American goldfinch
- Lesser goldfinch

In addition, birds that are known to use the Bay Bridge for nesting or regular roosting and therefore presumably use the Island and adjacent bay waters for foraging or roosting include the American peregrine falcon and double-crested cormorant.



American goldfinch



Wilson's warbler



Black phoebe

<sup>6</sup> Species are arranged in taxonomic order



## Mammals

Yerba Buena Island provides habitat for two small terrestrial mammal species: the pocket gopher and the California ground squirrel. In addition, raccoons are currently known to be on the Island. These omnivores are somewhat problematic on YBI—not only are they raiding residents' trash cans, but they are foraging in the tide pools on the west side of the Island and impacting the native oyster populations there.

ESA investigated the presence of bats on YBI using acoustic detectors in August 2009. Detectors were placed in eucalyptus woodland in Map Unit 13 and in woodland adjacent to an area of open grassland and coastal scrub in Habitat Unit 27. Analysis of calls recorded overnight on two occasions detected calls from one species, Mexican-free tailed bats. These bats are not listed as special-status but their presence will affect management actions under the HMP. These were not exhaustive surveys and there may be other bat species that use habitat on YBI.

There is a year-around harbor seal "haul-out" on a sandy beach at the Island's southwestern corner, which is part of the Coast Guard Lands and outside of the TIDA Plan Area. It is not a pupping site for seals, but pups are occasionally seen there (Kopec and Harvey, 1995).

Finally, the occasional California mule deer has been known to swim to YBI,<sup>6</sup> but the species has not established a population on the Island.

## Non-native Wildlife

Non-native wildlife on YBI includes European starlings. Given the history of habitation of the Island, and the nearby anchoring of ships over the past century and a half, house mice and Norway rats are almost certainly resident.

There is also a feral cat population on YBI, and a feeding station near the old Coast Guard tower. We assume they are being fed by residents and/or Coast Guard personnel. Feral cats are very problematic for maintaining a healthy native faunal assembly, particularly on an island.



California ground squirrel



Pocket gopher



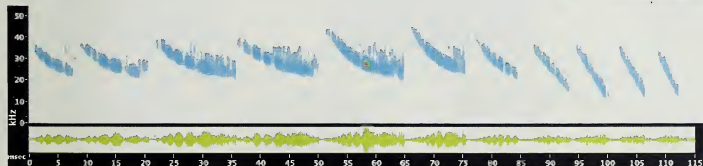
Raccoon



Harbor seal



Mexican-free tailed bat



SONOGRAM OF A MEXICAN-FREE-TAILED BAT PASS, USING SONOBAT SOFTWARE

Using a Peterson detector, ESA biologist Dana Ostfeld recorded several Mexican-free-tailed bat echolocation calls at two locations on Yerba Buena Island. Using Sonobat software, she then viewed these calls visually as sonograms, and identified them to species when possible. *Tadarida brasiliensis*

<sup>6</sup> Anecdotal information posted on Nature in the City's YBI Local Ecology web page: <http://natureinthecity.org/ybi.php>

## II. Existing Conditions

### D. Special-status Plants and Wildlife

#### *Special-status Plants*

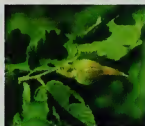
There are several special-status plant species on YBI. For the purposes of the HMP the term 'special-status species' is defined as those species that are:

- *listed by the federal or state government as threatened or endangered;*
- *listed by the state as rare;*
- *listed at the state-level by the California Native Plant Society (CNPS) as species of conservation concern; or*
- *listed by the Yerba Buena Chapter of CNPS as locally significant.*

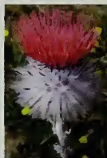
No state or federally listed special-status plant species have been documented on YBI, despite extensive plant surveys conducted over the past decade. There are several populations of the state-level CNPS-listed species dune gilia on the island. These are located in coastal scrub and annual grasslands with eucalyptus overstory, along the western bluffs in Map Units 8, 9, 56, and possibly 61. The remaining special status plants are of local significance—plant species known from only one or very few locations in San Francisco County. These species have no protected status under existing laws or policies. However, impacts to such species may be considered in CEQA documents and, although these species may be widespread elsewhere, their small populations in San Francisco represent a unique local biological resource. The CNPS Yerba Buena Chapter maintains a list of locally significant species for all of San Francisco County on their website.<sup>7</sup> There are nine locally significant plant species occurring on YBI, pictured below. The two species marked with an asterisk are proposed by CNPS members for addition to the list.



California buckeye



California hazelnut



Cobwebby thistle\*



Coffee fern



Dutchman's  
pipevine\*



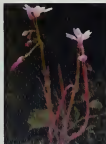
Fiesta flower



Hollyleaf cherry [based on typical  
species' distribution this is not likely  
a native occurrence]



Maidenhair fern



Serpentine spring  
beauty



Vancouver's ryegrass



Wood rose



### *Special-status Wildlife*

There are no known federally or state listed terrestrial special-status wildlife species known to breed on YBI. As mentioned earlier, the federally delisted peregrine falcon and the double-crested cormorant, whose nesting colonies are protected by California Department of Fish and Game (CDFG), are known to nest on the Bay Bridge and may use the Island or surrounding waters for foraging and roosting. The federally endangered brown pelican may also use offshore structures and forage in the waters off YBI. Nearly all bird species in California are protected by the Federal Migratory Bird Treaty Act (MBTA) and California Fish and Game Code, particularly when nesting. Most bat species are also protected, particularly maternity roosts and winter hibernacula.

### **E. Intertidal and Offshore Resources**

Intertidal and offshore resources are discussed as part of the existing conditions at YBI, as are the resources found on the Coast Guard Lands. However, these areas are not proposed for management under the HMP, rather they will be analyzed in the Redevelopment Project's Environmental Impact Report (EIR). Any management actions proposed would be governed by mitigation measures identified in the EIR.

The intertidal regions of YBI contain highly diverse and varied habitats that support an abundance of flora and fauna. The Island's proximity to the Golden Gate and the Pacific Ocean has resulted in YBI's intertidal zone being inhabited with many coastal and estuarine taxa. The natural bluffs and exposed rocky shoreline of YBI, which are interspersed with sandy pocket beaches, provide a different assortment of ecological niches and environments, including tide pools, than are presented by rippapped shoreline areas that are also present on YBI. The natural shoreline provides numerous protected havens in which assorted marine species are able to survive and flourish, including the native California oyster (AMS, 2009). This previously assumed extinct species is making a substantial recovery throughout the Bay and has established a multi-year residency in the lower rocky intertidal areas of YBI.

The intertidal regions of YBI support numerous marine and estuarine species of red and green algae, bryozoans, sponges, ectopods, barnacles, mussels, chitons, crabs, and anemones. The hybridized bay mussel and the coastal mussel are both present, with the coastal mussel inhabiting the western shorelines and the bay mussels along the eastern sides of the Island. Eelgrass beds occur in Clipper Cove, adjacent to the northeast shore of YBI.

The shallow waters of Clipper Cove, immediately adjacent to YBI, are frequented by rays that come to feed on benthic infauna (AMS, 2009). The submerged aquatic vegetation attached to the rocky intertidal and subtidal habitat surrounding YBI, and especially the eel grass beds, are considered "habitat forming" species that create unique biological environments for spawning Pacific herring, serve as nursery grounds for many important Bay fish and invertebrate species including shrimp and Dungeness crabs, and provide important foraging areas for black brandt (Merkel & Associates, 2005).

#### *Offshore Resources*

The entire Bay Area is a crucial resting and foraging area and wintering ground for birds in the Pacific Flyway, which extends from South America to the Arctic Circle. More locally, the waters off YBI support shoals of substantial numbers of foraging and roosting diving ducks, such as scaup and scoter.

The San Francisco Bay is identified as Essential Fish Habitat (EFH) for various life stages of rockfishes, flatfishes, sharks, northern anchovy, Pacific sardine, Pacific herring, jack mackerel, halibut, and Chinook salmon. There are two species (Distinct Population Segments [DPS]) of fish present in Bay waters that are listed under the federal Endangered Species Act: Central California Coast steelhead DPS and North American green sturgeon. YBI lies along the dividing line between two designations under which endangered or threatened fish species receive special consideration. To the north of YBI, San Francisco Bay is designated as Critical Habitat for Sacramento River winter-run and Central Valley spring-run chinook salmon and central California coast coho salmon. To the south of YBI, San Francisco Bay waters are designated as EFH - for these same species. The waters of most of San Francisco Bay are also important as juvenile rearing grounds for the Dungeness crab, which is not only an important commercial and sport species for the region, but also a critical predator and food source for many fish taxa that inhabit Bay waters.

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### III. Future Vision for YBI

#### A. Proposed Redevelopment Plan

The redevelopment of Yerba Buena Island aims to balance development of the Island and provision of active open space with protection of the Island's natural character in a way that respects its ecological diversity and habitat. YBI's extensive open space also contributes to, and complements the establishment of, Treasure Island as a comprehensive, regional open space destination.

Development of YBI can be generally characterized in five categories:<sup>8</sup>

1. *New Residential and Commercial Development, including associated private or semi-private open space; and*
2. *Creation of Infrastructure needed to support the overall project;*
3. *A Hilltop Park;*
4. *The Senior Officers' Quarters Historic District, and potential relocation of historic Quarters 10 and Building 62;*
5. *Natural areas, generally governed by this Habitat Management Plan.*

Collectively, items 1-4 above constitute "development" on the Island. Development of Yerba Buena Island will be regulated through a Design for Development to be adopted by TIDA pursuant to the proposed Redevelopment Plan. The Design for Development will lay out specific design requirements (guideline and standards) for Yerba Buena Island and will be used by TIDA to evaluate whether proposed development for the Island meets the project's design requirements. Development principles are sensitive to the many unique ecological attributes of the Island and are intended to be supportive of and sustain YBI's flora and fauna, and minimize the impact of development and the presence of Island residents and visitors.

It is important to note that while efforts have been made to concentrate development in areas that have been previously developed, some currently vegetated areas are in areas proposed for future development. Generally, that vegetation is quite compromised and does not currently support significant habitat. In some particular locations, there are more valuable trees that support habitat. As is described in more detail in Section VI, *Management Zone Prescriptions*, the development project is proposing to prioritize maintaining those areas if feasible.

The following development principles outline what will be described in detail in the Design for Development.

##### *Design Intent - Yerba Buena Island*

The planning and design of Yerba Buena Island will strive to respect and highlight the many significant features and experiences on the island. These include the topography, with its steep, vegetated hillsides; dramatic views of the Bay and Treasure Island; fascinating cultural history and intact communities of native flora and fauna, some unique to the City of San Francisco and rare on the Peninsula.

The goals of the open space plan for YBI are primarily to provide native habitat (through preservation, restoration, and enhancement, as discussed in this document) as well as open space areas from which the public can enjoy the beauty of the Island and views of the Bay. There will be vista points and overlooks from the hilltop, bluffs and trails, integrated within ecologically preserved and restored habitat areas. The Hilltop Park will be created as a destination for picnics, recreation and sightseeing.

New planting in development areas will support the goals of the Habitat Management Plan. Planting in the new development sites will consist primarily of native or climate-appropriate plants that are non-invasive and maximize faunal diversity. Recreational amenities such as trails, play areas, benches and tables will be provided to give a range of opportunities and experiences in the landscape. Trail access throughout the Island will be enhanced and expanded to not only control but also allow visitors to hike through native habitat areas such as coastal bluffs, oak woodlands and natural beaches, while respecting sensitive natural resources. Within the Senior Officers' Quarters Historic District, the historic character of the contributing landscape features will be maintained. The following outlines the general concepts for each area of YBI:

<sup>8</sup> Please note the Redevelopment Plan does not include any improvements to the property on YBI owned by Caltrans or the Coast Guard.

### III. Future Vision for YBI

#### ① *New Development*

YBI's zoning will permit the new construction of approximately 200-300 homes and a 50-room spa-hotel. The Redevelopment Plan calls for a lower density of development as compared to Treasure Island, primarily (but not exclusively) occupying already disturbed and developed areas, which will assist in preserving the Island's natural character.

Landscaped areas within the developed areas will be encouraged to use native plants and other climate-appropriate plants with habitat value for native wildlife, to complement the goals of the HMP.

New Development also includes the potential adaptive reuse of Building 62.

#### ② *Infrastructure*

Portions of YBI will be dedicated to the provision of public infrastructure that supports the development of and public access to both Islands. As with the development areas, the project generally tries to locate new infrastructure as much as possible within the footprint of existing infrastructure, although some expansion of infrastructure is required. The proposed infrastructure includes rebuilding of the regional access roads on the Island, new roads within private development parcels, the construction of new water tanks, construction of retaining walls, and stormwater treatment areas.

#### ③ *Hilltop Park*

Hilltop Park is intended to be programmed and designed as a YBI destination point, with picnic facilities, view overlooks, open lawn areas, and recreational amenities. Universal access and visitor parking will be incorporated into the park design as well as opportunities to take advantage of panoramic views from this park. In conjunction with park development on the Hilltop Park, TIDA shall cause the removal of non-native vegetation to improve, enhance and protect views of San Francisco Bay from the Hilltop Park, and shall maintain the removal of such vegetation, consistent with the applicable non-native vegetation removal policies set forth in the Habitat Management Plan.

#### ④ *Senior Officers' Quarters Historic District [SOQHD]*

The SOQHD includes both buildings that once housed officers on YBI and specific contributing landscape features. These contributing features consist of the expansive greensward in front of Quarters 1-3, a formal terraced garden behind Quarters 1, the central terraced garden behind Quarters 2-5, planting beds set adjacent to each residence, as well as walkways, patios, and masonry walls. Depending on the ultimate reuse of the Great Whites themselves, the landscape may be enhanced in a way that supports the re-use of the District and can serve as a destination for Island visitors. As part of the development project, the historic character of the landscape features will be maintained. The Design for Development includes 3 sites for potential new development in the SOQHD. The historic Quarters 10 and Building 62 will potentially be relocated to new sites on the Island and restored as well.

#### ⑤ *Natural Areas*

The goals for the natural areas of YBI are detailed in this HMP and include restoration, enhancement, and preservation of native and climate-adapted plant communities to maximize habitat and biodiversity and control of public access through the construction of designated trail systems for pedestrians and bicyclists. Unnecessary structures and social trails will be removed and newly designated trail systems will avoid sensitive habitat areas.







### III. Future Vision for YBI

#### B. Public Input on the Habitat Management Plan

During a previous planning effort conducted by Garcia and Associates, interviews were conducted with individuals to solicit information and feedback about YBI today as well as the overall vision, the vision for native and non-native species, and the implementation of a habitat management plan.

One of the major themes from these interviews was that there is an opportunity to learn from habitat restoration projects in the Bay Area within proximity to YBI such as Angel Island, Crissy Field, the Presidio, and parks within the City of San Francisco Natural Area Program. Respondents drew from their experience being involved in similar projects and described their successes and challenges as they made specific recommendations.

Many commented generally on public participation. A range of public involvement was seen as instrumental in the development of a habitat management plan, from providing ideas and resources in the initial stages of development, to the labor necessary for the upkeep and stewardship of natural areas. Volunteer groups have provided the backbone of many of the large scale community-based restoration efforts in San Francisco, but some interviewees cautioned that this effort requires time and resources to train and coordinate volunteer efforts. Other restoration efforts did not rely on volunteers to do hands on work, but instead solicited their involvement during the design of the management plan.

Interviewees also described the need for a balance of uses. The variety of public users could range from residents, bicyclists, hikers, and dog walkers. It was suggested that the design for use be in compliance with the Americans with Disabilities Act (ADA) and provide opportunities to promote ecotourism. However, it was also suggested that all uses be compatible with the preservation of sensitive habitat. Some interviewees mentioned concern with remediation of potential contamination, which, if left unaddressed, could compromise public safety and the safety of volunteers working on site.

Methods of habitat restoration suggested by interviewees focused on strategies for removing or containing non-native species and preserving or enhancing native species populations. Prioritizing non-native species removal where they are directly threatening native species biodiversity was described in several instances. The proposed methods of restoration varied. Protecting intact areas from invasion by non-native plants and focusing on habitat edges where invasive species are encroaching were two suggested approaches. Eucalyptus removal was described as a potentially contentious issue based on previous experience on similar restoration efforts in the Bay Area. While eucalyptus removal can open and expand views and promote greater biodiversity of native understory and grassland habitats, some people were concerned about the historic significance of the eucalyptus plantings. Interviewees deferred to individuals with specific expertise for the habitat requirements of birds, butterflies, and other wildlife. Another issue raised regarding habitat restoration was concern about steep slopes. Because they are easily eroded and subject to saturation in some areas, there was concern about potential stormwater issues resulting from vegetation removal during habitat restoration or enhancement activities.

Many of the suggestions, concerns and concepts received during that outreach effort are reflected in this Plan. Ongoing opportunities will be provided for the public to participate in multiple aspects for implementing the Habitat Management Plan.



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## IV. Habitat Management Strategies and Recommendations

### A. Concepts and Strategies

Habitat management plans are typically written with specific goals in mind but under a few uniform guiding principles. Management planning goals are ecosystem-based and thus include the basic characteristics of the land to be managed, the goods and services to be produced,<sup>9</sup> and the desired conditions to be obtained, e.g., biodiversity, health and integrity, and sustainability (Wagner, 1995). Like most such plans, this HMP includes a combination of these concepts or principles. The resulting management concepts and strategies are discussed below.

#### Managing for Special-status Species

Habitat planning for special-status species (i.e., rare or endangered plants or animals) essentially uses the natural history of a species to custom design habitat to a fairly precise set of habitat parameters, e.g. plant cover, successional stage, degree of disturbance, and to maintain those in roughly the same conditions indefinitely. To some extent this planning emphasis may exclude biodiversity planning, and project sites may need constant attention over time to compensate for natural ecological changes. While this HMP does not advocate an emphasis on managing for special-status species to the exclusion of other goals, applications of this principle on YBI might include construction of artificial roosts or rookeries for cormorants or black-crowned night herons, bat or bird boxes, and protection of key raptor perch trees.



#### Managing for Biodiversity

Biological diversity, or biodiversity, can be defined on many levels and scales. Simply defined, the term encompasses the variability of life on earth at all levels of biological systems, from the genetic level, to species, to ecosystems. Ecologists have long recognized the critical interconnections between healthy ecosystems and biodiversity. While ecosystem processes promote and maintain biodiversity, an ecosystem's stability, resilience, and persistence are, in large part, a function of its biodiversity.

Biodiversity on YBI has been severely compromised over the past 150 years as a result of historical and current land uses. The Island's original biotic communities have been fragmented, degraded, or eradicated from large parts of the Island, and replaced by hardscape and a near monoculture of eucalyptus, French broom, and other non-native species. Nonetheless, remnants of native biodiversity, as expressed in relatively intact native vegetative communities, persist on YBI. **Improving biodiversity is the primary, but not the exclusive, focus of preservation, restoration, and enhancement efforts under this HMP.**



<sup>9</sup> People benefit from resources and processes supplied by natural ecosystems. Collectively, these benefits are known as ecosystem services and include products like clean drinking water and processes such as the decomposition of wastes. Ecosystem services are distinct from other ecosystem products and functions because there is human demand for these natural assets. Services can be subdivided into five categories: provisioning such as the production of food and water; regulating, such as the control of climate and disease; supporting, such as nutrient cycles and crop pollination; cultural, such as spiritual and recreational benefits; and preserving, which includes guarding against uncertainty through the maintenance of diversity.

## IV. Habitat Management Strategies and Recommendations

### Management Strategies: Preservation, Restoration and Enhancement

Managing for biodiversity and, in some cases, for special-status species, on YBI will require several different strategies. These strategies will be applied in different Management Zones according primarily to existing conditions and the levels of disturbance in each Management Zone.



*Preservation* consists of identifying and protecting relatively intact ecosystems or biotic communities, as well as other features of interest related to the Island's living organisms (e.g., exceptionally large native trees, colonial nesting sites of certain bird species, rare plant populations) from degradation. Preservation activities may include permanent or seasonal access restrictions through fencing, signage, and educational programs, as well as regular early detection monitoring for non-native plant and animal invasions.

*Restoration* is defined for the purposes of the HMP using the Society for Ecological Restoration's (Clewett et al., 2005) definition of ecological restoration:

...the process of assisting the recovery of an ecosystem that has been degraded, damaged, or destroyed.

Restoration '...is an intentional activity that initiates or accelerates ecosystem recovery with respect to its health (functional processes), integrity (species composition and community structure), and sustainability (resistance to disturbance and resilience).' (Clewett et al., 2005).

The concept of an ecosystem refers to a specific, functionally integrated natural unit comprised of the interrelationships between various organisms and between organisms and their environment. Thus, a pool in a stream, a redwood forest, or the watershed that contains them both, can each be referred to as an ecosystem. When ecosystem processes, functions, and species cannot be restored to a self-sustainable state, then full 'restoration' of a system cannot be achieved.

The scale at which restoration of habitats and processes can be achieved without ongoing future maintenance on YBI is unknown, particularly when the reintroduction of ecosystem shaping processes may not be possible and the threat of reinvasion by non-native plant species will remain high for many decades to come. In some cases, removal of invasive plants may be all that is required for restoration of a site – released from competition with invasive species, native seeds lying dormant in the soil for many years can germinate, and nearby native populations can re-colonize the site. In other cases, it may be possible to restore natural processes. For example, native seed germination may be more likely where blue gum debris is removed from the soil surface; pollination can be encouraged by restoring habitat for native bees and/or reintroducing insects that may have been extirpated by loss of native plant species or by pesticide use; plant reproduction may be enhanced by restoring the sun exposure required for flowering, fruiting and seed production; and restoring natural soil chemistry might enhance or restore decomposer populations and enhance soil nutrient cycling.

*Enhancement* is the process of modifying a site to increase or improve habitat for plants and animals and thus increase the ecological value of the land. Ecological enhancement can be carried out in cases where ecosystem processes and functions are no longer intact and/or cannot be restored. The necessary implication of this strategy is that ongoing management of the systems being enhanced will likely be required. Ecological enhancement entails activities such as invasive plant and pest animal control, as well as revegetation with native plant species to re-establish wildlife habitat and prevent reinvasion by non-native plant species.

## Discussion

Habitat management on YBI will be driven, in large part, by consideration of the principles defined above. While no endangered species are known to breed or grow on the Island, there are, for example, a number of locally significant<sup>10</sup> plant species that persist. Known populations of these species will be protected and enhanced and attempts may be made to reintroduce some of these species into suitable habitats on YBI.

Many of the management activities recommended in this HMP are aimed at protecting and enhancing YBI's biodiversity, which is made up of many more common plants and animal species, each an important component of the system. The primary tool to achieve this goal is the manipulation of existing vegetation. Control of invasive plant species, including the removal of eucalyptus trees from some areas, and revegetation with native species will all serve to enhance, and potentially increase, native vegetative biodiversity and sustain it over time. The Management Zones described in Section VI were, in part, delineated on the basis of the existing biodiversity that they support.

On YBI, preservation of larger existing relatively intact areas, as well as smaller populations of special-status plants or even single native trees, will be important in maintaining the overall biodiversity of the Island. At its most fundamental level, ecosystem restoration involves restoring the ecosystem processes and functions that maintain biodiversity, but it is often impossible to implement restoration at this level. For example, urbanized areas are generally so degraded that they impose enormous constraints upon restoration efforts because loss of ecosystem components, functions, and processes make it impossible to re-create a self-sustaining system and regain full ecosystem integrity. As noted above, on YBI, the term restoration in the purest sense could best be applied to activities which could be carried out in fairly intact areas of the Island where, due to the diversity of extant vegetation, the presumption is made that ecosystem process and functions are also relatively intact. It will also be important to continue to identify opportunities to restore ecosystem processes. Even in the face of lost ecosystem processes, enhancement activities can be used to effectively promote structural and habitat diversity, leading to increases in native biodiversity, and provision of relatively high quality wildlife habitat.

The primary basis for the HMP is preservation, restoration, and enhancement of vegetative diversity with the assumption that "if you build it they will come," i.e. that island wildlife is best served by creating diverse habitats native to an island. The wildlife resource on YBI is determined not only by the quality and diversity of its habitat, but by its size. Basic island "biogeography" is a matter of common sense: larger isolated landforms contain larger habitat areas and provide opportunities for more types of habitat – and hence more species. Put another way, birds (for example) with small home ranges or territories should do best on YBI, and that appears to be the case, with resident mockingbirds, robins and song sparrows occupying territories of about an acre (Michener and Michener 1935, Young 1951; Nice 1937). In contrast, birds with larger territories – jays, woodpeckers or grosbeaks – although they are present and may breed on YBI, would likely be difficult to support in any numbers over a long period of time due to the Island's small size.

It is unlikely, therefore, that managing for future resident species (not already present as breeders) would be effective. Vegetation management can increase breeding activity of resident birds by providing a greater food supply. For example, increasing sun exposure through tree removal can allow more flowering of nectar-producing plants, thereby helping nectar-gathering birds as well as the insect-eating birds that will consume the insects attracted to the flowers. The HMP also considers smaller taxa – butterflies, for example – for which habitat polygon size is less of an issue; species that might use the Island as a stopping point during migration or dispersal; and species such as cormorants and black-crowned night herons, whose territories include open water. In the latter case, wildlife habitat enhancement might not be vegetation-related at all, but might include construction of artificial structures for nesting or roosting. Habitat enhancement might also include designation and protection of tree stands for species such as black-crowned night heron that currently use Monterey cypress and pines on TI as roosting habitat.

This does not mean that vegetation-based habitat management on YBI would not benefit wildlife on a broader scale, including, for example, migratory birds. Managing for intact native habitats, by removing the competitive pressures of invasive plant species, and otherwise encouraging diversity without regard to patch size would result in improved habitat by creating an improved foraging and resting situation for a variety of migrants. Such management may serve to increase the suite of migratory and incidental species that use habitat on YBI beyond those that are considered residents.

<sup>10</sup> Plant species known from only one or very few locations on the San Francisco Peninsula. These species are not considered to be "special-status species" by the U.S. Fish and Wildlife Service, California Department of Fish and Game, or the greater California Native Plant Society. As such, they have little protected status under most existing laws or policies. However, the California Environmental Quality Act (Article 9) states that "special emphasis should be placed on environmental resources that are rare or unique to ... [a] ... region" and, although these species may be widespread elsewhere, their small populations in San Francisco represent a unique local biological resource. The CNPS Yerba Buena Chapter maintains a list of locally significant species for San Francisco County on their website, [http://www.cnps-yerbabuena.org/experience/plant\\_guides.html](http://www.cnps-yerbabuena.org/experience/plant_guides.html).

## IV. Habitat Management Strategies and Recommendations

### B. Goals and Strategies

This section takes the general management concepts and primary strategies discussed in the prior section and translates them into goals for YBI, and specific strategies that will guide the achievement of the desired future condition of productive, stable, diverse habitats on YBI, as feasibly permitted by the proposed Redevelopment Plan. Later prescriptions (see Section VI, Management Zone Prescriptions) will focus again on the three main strategies: preservation, restoration, and enhancement.

#### Goals:

- Maintain and expand, where possible, the existing biodiversity on YBI.
- Re-establish native habitat diversity, structure, and ecosystem function and processes to the extent feasible in areas that have been degraded and that are not proposed for new development.
- Maintain and expand areas of native habitat.
- Maintain and expand, where possible, viable populations of all existing special-status plants.
- Reduce the threats posed by invasive plants and animals to native habitat and special-status species.

#### Strategies:

- Preserve intact habitat and features on YBI where no restoration or enhancement is necessary, including habitat assets such as raptor perch sites or bat roosts.
- Restore areas of YBI where ecosystem process and functions are relatively intact and, due to the diversity of extant vegetation, minimal action is needed to reverse degradation.
- Enhance those areas of YBI where ecosystem processes and functions are no longer intact to increase or improve habitat and habitat functions and values for plants and animals. Establish a long-term monitoring and maintenance program to:
  - Detect changes in special-status species populations.
  - Detect significant changes in native species richness and cover.
  - Detect significant changes in invasive species abundance.
  - Assess success of preservation, restoration, and enhancement efforts.
  - Provide a framework for adaptive management of YBI's natural areas.
- Coordinate HMP prescriptions to provide public access and recreational opportunities compatible with habitat goals.
- Support and develop stewardship opportunities as part of habitat restoration and enhancement projects and in long term monitoring and maintenance activities. Consider the feasibility of establishing a native plant nursery on YBI to propagate locally harvested stock for revegetation projects on both YBI and TI. The nursery would also serve as an environmental education and resource center for Island residents and visitors and as such, could serve as a central repository for information regarding the Island's natural resources, including species inventories, monitoring data, and site-specific restoration and enhancement plans. Partnership with local stewardship and advocacy groups, such as Nature in the City and CNPS, would involve those who know the most about the Island's resources and could also enable funding from a variety of sources.

### C. Recommended Management Actions

This section recommends the actions to be implemented to achieve HMP goals. The number of major actions necessary to implement this HMP are actually quite few, and it is those that are discussed here. The actions then provide the basis for the management prescriptions in Section VI. The actions are grouped below under the main strategies discussed in the previous subsections: preservation, restoration, and enhancement.

Preservation, restoration, and enhancement activities considered for specific habitats on YBI, although inherently beneficial, could also result in negative impacts. Habitat management planning should weigh potential benefits against potential negative impacts as part of the planning process. This section therefore also identifies and describes potential impacts associated with the recommended management actions.

## Management Strategy: Preservation

Preservation of existing intact ecosystems or biotic communities and other valuable biological resources, such as exceptionally large native trees, colonial nesting and/or roosting sites of herons, cormorants, and Western gulls, and rare plant populations will entail identifying these resources and protecting them from degradation. Specific actions recommended under the preservation strategy include:

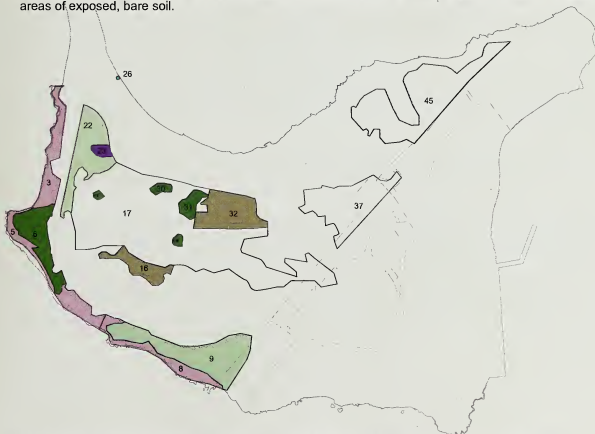
### *Recommended Actions:*

- Map rare plant populations and other resources of interest.
- Conduct regular early detection monitoring for non-native plant invasions and remove promptly if found.
- Establish permanent or seasonal access restrictions through fencing and/or signage if warranted. Trails through especially high value areas, such as the oak woodland in Map Unit 6 could be fenced on both sides to ensure that recreational users remain on trails.
- Establish educational programs on the importance of YBI's biological resources as well as supporting established stewardship programs and developing new ones.

These actions will serve to locate areas that need protective measures implemented and may provide the basis for enhanced stewardship and volunteer programs capable of implementing much of the HMP.

Potential detrimental affects that can result from poorly implemented preservation efforts include:

- *Fencing*- To protect revegetated areas from recreational damage during the initial stages of establishment, it may be most effective to fence the entire area. Fencing can also inhibit wildlife passage, although the basic absence of large mammals on YBI makes such an impact unlikely.
- *Erosion*- The potential for erosion in revegetated areas is highest on steep slopes and sites with large areas of exposed, bare soil.



Actions related to resource preservation are prescribed for Map Units: 3, 5, 6, 8, 9, 16, 22, 23, and 26 and recommended for the following Map Units within the redevelopment area: 17, 30, 31, 32, 37, 63 and 64.



## IV. Habitat Management Strategies and Recommendations

### Management Strategy: Restoration and Enhancement

As strategies, restoration and enhancement are driven by essentially the same set of actions, and therefore these are considered together. The difference between the two strategies lies in their definition and application. Restoration is possible within, and applied to, areas that are more or less intact, in terms of biota and ecosystem functions and processes and are in need of minimal work in order to be returned to a self-sustaining system. An enhancement strategy is applied to areas that have been degraded to a point where re-establishment of a self-sustaining system is not possible but where there is potential to restore some ecosystem components, and hopefully some functions and processes, in order to increase the value of these areas as wildlife and plant habitat.

### Recommended Actions:

#### *Revegetate to establish site-specific appropriate habitat*

Revegetation may involve installation of irrigation and temporary and permanent fencing, hand-seeding, hydroseeding, planting container stock of native, local, and ecologically appropriate plant species in order to recreate site-specific and appropriate habitat that provides desirable habitat values and functions. Invasive species removal is often conducted in areas to be restored prior to planting. In conjunction with planting, there is sometimes an addition of soil amendments, mulch, and plant protection implements such as wire cages or plastic tubes. Beneficial impacts associated with revegetation include improved wildlife habitat, establishment of ecologically and culturally valuable plant communities, improved aesthetics, possible increases in biodiversity, and the potential introduction of a natural history community education element.

Potential detrimental effects of revegetation may include:

- **Erosion-** The potential for erosion in revegetated areas is highest on steep slopes and sites with large areas of exposed, bare soil. Areas that are subject to concentrated water flows from hardscape areas are vulnerable to erosion.
- **Wildlife displacement-** Most natural areas are used by at least a few wildlife species. If an area is being converted from one vegetation type to another via habitat restoration or enhancement, some wildlife species may be displaced.
- **Special-status species damage or destruction-** There is less potential for impacts to special-status species and communities during revegetation than there is during invasive species removal. However, in the site preparation phase it is possible that an area supporting a special-status plant population might accidentally get cleared if volunteers are not aware of the presence of special-status plant populations in the area.
- **Fencing-** To protect revegetated areas from recreational damage during the initial stages of establishment, it may be most effective to fence the entire area. If the area is reasonably large, fencing can inhibit wildlife passage, although the basic absence of large mammals on YBI makes such an impact unlikely.
- **Vandalism-** Revegetation projects in areas visible to the public are frequently subject to vandalism. Vandalism is often restricted to the revegetation site and usually occurs in the form of destruction or damage to installed plantings and irrigations systems. In addition, a revegetation site could potentially serve as an entry-way to adjacent undisturbed natural areas that might also suffer acts of vandalism and disturbance.





Revegetation is prescribed for Map Units: 2, 3, 7, 8, 13, 14, 15, 16, 22, and 25.

Reintroduction of special-status plants is prescribed for Map Units: 8 and 9

### *Reintroduce Special-status Plants*

Several special-status plant species populations occur on YBI, primarily in the West Bluff South and Summit Management Zones [Section VI]. In these areas, one of the management prescriptions is to preserve and enhance special-status plant habitat and potentially introduce additional populations to other nearby suitable habitat. In addition, the native groundcover, yerba buena, which, while not considered special-status, is the Island's namesake but no longer occurs there, should be reintroduced to YBI as a symbol of the spirit of the HMP. These activities would enhance a valuable natural resource that contributes to the overall biodiversity and unique natural history of YBI.

Potential detrimental affects of protecting and enhancing special-status plant species habitat are few, but nonetheless may include:

- *Introduction of invasive plant species*-Soil preparation and disturbance for the reintroduction of special-status plant populations have the potential to open the way for establishment of non-native invasive species as well, particularly if the area under consideration currently supports invasive species.
- *Erosion*- Potential restoration areas for special-status plants located in the West Bluff South Management Zone include steep hill slopes that could be subject to erosion if the soils are disturbed to a great enough degree.

## IV. Habitat Management Strategies and Recommendations

### *Remove Invasive plant species*

Invasive plant species are present throughout YBI, but large infestations are mostly confined to disturbed lands and surrounding developed areas. Typically, invasive species germinate and begin to dominate natural areas after a disturbance and begin to displace native species. Invasive species are capable of substantially altering habitat by increasing the amount of vegetative cover and disrupting the natural stratification of vegetation within a community, outcompeting plants that provide valuable food and habitat for wildlife, altering soil chemistry and reducing overall species diversity. The most problematic species on YBI are eucalyptus, French broom, iceplant, veldt grass, Algerian ivy, sticky eupatorium, Canary Island marguerite, and sweet fennel. Removal and control of infestations of these species in selected Map Units could allow native vegetation to re-establish naturally (i.e. after the selective thinning of eucalyptus trees in areas with a moderate cover of coast live oak) or provide more suitable habitat for revegetation efforts.

Removal of large trees such as eucalyptus would require a detailed implementation plan (see Section V, *Best Management Practices*) and long-term monitoring because there are many potential adverse impacts to carrying out removal on a large scale. Eucalyptus removal would include typical tree removal equipment and, depending on the method used, could result in considerable disturbance of understory vegetation, where it occurs, and soils. Removal of smaller invasive shrubs, herbs, and groundcovers could be accomplished by hand pulling, mechanical mowing or grubbing, herbicide application, or other appropriate means. Beneficial impacts may include improved wildlife habitat, restoration and enhancement of ecologically and culturally valuable plant communities, improved aesthetics, improved views of San Francisco and the Bay from various vantage points (eucalyptus removal), and a reduction in the local spread of noxious weeds. Potential detrimental affects of invasive species removal could include:

- **Erosion** - The potential for disturbed soil and sediment to be carried downslope by surface flow rainwater is high in areas of steep slopes, and increases with the amount of soil disturbance. For example, removal of eucalyptus tree stumps has the potential to create extreme soil disturbance because of their extensive root systems. Skidding of trees out of removal areas for disposal also disturbs the soil surface. Removal of smaller invasive species also has the potential to cause erosion. When dense infestations are cleared from an area (especially those on steep slopes), it will leave the area temporarily bare with exposed topsoil. However, removal of invasive species also creates the opportunity to establish native vegetation, such as perennial bunchgrasses or shrubs, that are known to hold soil far better than eucalyptus roots.
- **Increased potential for wind throw of remaining trees** - Removal of some trees and retention of others may increase the potential for wind throw of remaining trees that are no longer protected from strong winds by adjacent trees.
- **Removal of nesting habitat** - Removal of large eucalyptus trees, especially if carried out in a way that dramatically reduces the canopy cover in a certain area, can potentially impact nesting raptors and other birds, which is why the BMPs call for the breeding bird surveys. A few species may even nest in dense stands of broom, or fennel.
- **Invasive plant spread** - Despite the goal of eliminating non-native invasive species, certain areas, when not restored to a natural community and actively managed as such, may be susceptible to a new invasive species infestation as a result of being recently disturbed by invasive species removal activities. It will be necessary to have a stewardship plan in place for follow up maintenance and monitoring.
- **Herbicide leakage and drift** - If herbicides are used in invasive species removal, they should be used in accordance with the City of San Francisco's Integrated Pest Management (IPM) Plan and applied only by a licensed professional.
- **Special-status species and communities destruction** - Several special-status and locally rare species and plant communities are present on YBI including dune gilia, Dutchman's pipevine, and valley wildrye grass land. Removal of invasive plants using manual techniques, mowing, mechanical thinning techniques, or herbicides could have impacts on individual special-status plants or populations when they are interspersed with invasive species.



Invasive plant species removal is prescribed for all Map Units except 5, 24, and 44 and is recommended for Map Units 17, 37 and 45.

## IV. Habitat Management Strategies and Recommendations

### *Allow designated Public Access through Trail Construction and Installation of Recreational Facilities*

Currently, there are undeveloped social trails in many areas on YBI. These trails are found mostly near the coastline, but human use within natural areas throughout YBI may increase with future development on the Island. To date, the primary reason for both formal and informal trail development has been to obtain access to beaches and views. Development of new public access trails is proposed as part of the HMP as a method to educate the public, to increase public appreciation of YBI's natural resources, and to reduce human impact in the popular natural areas. Well designed trails will require less maintenance and cause less runoff related erosion. Beneficial impacts of public access trails for wildlife and natural communities in high use areas are obviously great because carefully located designated trails can effectively concentrate and isolate human impacts. However, for this benefit to be fully realized, informal social trails must be eliminated in conjunction with new trail construction and a monitoring program implemented to discourage the creation of new social trails. Another beneficial impact is the public enjoyment of experiencing nature in such a unique and scenic setting. Appropriately signed trails can provide an outdoor classroom for environmental education. This benefits the natural communities and wildlife by increasing public awareness and appreciation for protecting natural areas.

There are also potential detrimental affects associated with constructing public access trails:

- *Plant community and wildlife habitat disturbance* - Trees and understory plants may be removed or trimmed while routing trails. During construction or installation of the trails, wildlife could be displaced or negatively impacted by the noise from machinery. Habitat fragmentation may occur.
- *Invasive species infestation* - Creating a disturbed area, as well as increasing edge habitat, opens path ways for the introduction of invasive plants into relatively intact areas.
- *Erosion* - Much of YBI is comprised of loosely consolidated sands and loams occurring on steep slopes that are prone to erosion. Alteration of drainage patterns can cause water erosion. In addition, people taking shortcuts across switchbacks and off-leash dogs can denude vegetation and disturb soils, resulting in erosion.
- *Human impacts* - These include: garbage in natural areas; vandalism or destruction of natural vegetation; picking wildflowers; harassment of wildlife (deliberate or accidental); increases in off-leash dog activity, which can lead to slope erosion, negative impacts associated with pet waste, trampling of vegetation off trails and wildlife harassment; soil compaction in trail areas; and an increased risk of fire. Human presence can also interfere with wildlife reproduction if appropriate seasonal closures are not implemented. For some trails, access might be best limited to docent-led tours, or limited seasonally.
- *Picnic areas* - Outdoor food consumption is often associated with the deliberate or inadvertent feeding of wildlife, which harms the environment in a number of ways. Animals that associate food with humans can become aggressive. Animal health can suffer from ingesting inappropriate food (and wrappers). Non-native animals can proliferate due to an increased food supply. Opportunistic natives, such as raccoons and several corvid species, can increase in numbers disproportionate to the natural species composition for the area. Any picnic areas constructed on YBI will need signage about feeding wildlife, well-designed receptacles for trash, recyclables and compostables, and regular clean-up and monitoring.



Providing public access through appropriate development of trails and other recreational facilities is prescribed for Map Units: 1, 2, 3, 4, 6, 7, 13, 14, 15, 18, 19, 22, 23, 24, 27, 28, 29, 32, 36, 42, 44, and 46.

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## V. Best Management Practices

Best management practices (BMPs), as they apply to the management actions introduced in Section IV, Habitat Management Strategies and Recommendations, are intended to provide guidance for protecting existing resources and limiting unintended environmental disturbance during the implementation phase of the HMP. This section describes the individual BMPs that should be reviewed and considered when planning to carry out the recommended habitat management actions (identified generally in Section IV and detailed in Section VI). Important aspects of the BMPs are discussed in numerical order, and the management actions to which they apply are listed at the end of the discussion of each BMP. While Section IV describes possible impacts associated with each management action, implementation of the BMPs listed here should eliminate or reduce those detrimental environmental affects.

It is assumed that the field implementation of project components will be carried out under the supervision of a restoration specialist or qualified biologist who will:

- be knowledgeable about the biological resources on the Island,
- oversee development of specific plans to support the stated goals associated with each management action,
- ensure the correct use of field equipment both for safety and environmental protection,
- verify that the correct plant species are installed in an ecologically appropriate arrangement for habitat restoration work,
- have a working knowledge of herbicide use and application, specifically with respect to the target invasive plant species on YBI, and
- follow these BMPs and the goals and objectives of the HMP to ensure protection and enhancement of the Island's unique natural resources and habitats.

### A. Revegetation

Enhancement and restoration of native plant communities and wildlife habitat through invasive species removal and revegetation with native species is proposed in many of the management areas on YBI. The scale of restoration or enhancement and characteristics of each site will vary. The following general BMPs should be followed to ensure that revegetation is carried out in an ecologically appropriate manner and provides the best possible future habitat.

1. Assign oversight of habitat restoration or enhancement activities to a qualified biologist or habitat restoration specialist. This specialist should be responsible for ensuring that the planting material is healthy, locally harvested, and appropriate for the goals and strategies of the specific planting area (e.g., for revegetation of coastal scrub habitat, the plant palette should include native plant species found in coastal scrub habitat on YBI).
2. Develop a site-specific plan. This plan can build on information provided in the HMP and will include: a description of site conditions, identification of target habitat restoration components (native plant community, wildlife species that will benefit), designation of a reference site, plant species palette, methods for carrying out the work, phasing of revegetation and monitoring actions, irrigation plan (if necessary), schedule, and list of responsible parties. The plan should also include success criteria and an adaptive approach to monitoring the restored or enhanced areas at regular intervals that will provide an assessment of project success and identify areas of follow up work or modification.
3. To preserve the genetic integrity of plant populations on YBI, revegetation should emphasize the planting of YBI harvested plant material (seeds and propagules<sup>11</sup>). Local harvest should be carried out only from populations that are large enough to support materials collection. Some general guidelines for carrying out ecologically sustainable local seed and propagule collection are modified from the Seeds of Success seed collection protocol<sup>12</sup> and are as follows:

<sup>11</sup> Propagules are plant matter such as rhizomes and other root material, stem and leaf cuttings and seeds that can be harvested and grown into mature plants.

<sup>12</sup> Seeds of Success is a native plant seed collection partnership between many resource agencies, non-profit conservation organizations, and botanic gardens world-wide. The seed collection protocol is available online: <http://www.nps.gov/plants/sos/protocol/index.htm>



## V. Best Management Practices

- If seeds will require storage prior to planting (e.g. if seeds are collected one year for planting the following year), determine the viability period for the species and the most appropriate location for storage based on the individual characteristics of the seeds so that the maximum seed viability is maintained while seeds are in storage.
  - Assess the target population and confirm that a sufficient number of individual plants (> 50) have seeds at natural dispersal stage or propagules ready for harvest.
  - Sample equally and randomly across the extent of the population, maintaining a record of the number of individuals sampled.
  - For seed collection: collect no more than 20 percent of the viable seed available on the day of collection. For plant material collection: collect no more than 10 percent of the total organ material of an individual (e.g. when collecting rhizomes, harvest only 10 percent of the rhizome material of the individual) from approximately 20 percent of the population.
  - Collect seeds from a population throughout its dispersal season.
  - Impose other guidelines or modify the above guidelines as determined by the restoration specialist or qualified biologist based on restoration species' characteristics or population limitations.
4. For development of the plant palette, the restoration specialist or qualified biologist should consider plant species that are found at a local reference site,<sup>13</sup> in addition to native species already occurring naturally in the area, and native plant species that are known host plants for native insects and food plants for wildlife. Native species that are not currently known to be from YBI will only be introduced after careful consideration of their natural histories, including the potential for interactions (e.g., competition, hybridization) with species that currently exist on the Island.
5. During revegetation and removal of invasive species [see Section D, below] install temporary signage and fencing to prevent establishment of social trails, vandalism, and access by dogs in areas receiving treatment. Notify residents in advance of projects and request their cooperation and support.
6. If hydroseeding is required during revegetation or removal of invasive species, use only certified weed free seed.
7. Follow all BMPs provided in the sections on protection of sensitive areas and wildlife, erosion control, herbicide application, and invasive species (prevention and removal).
8. Learn from local restoration agencies, such as the Presidio and the SFRPD Natural Areas Program, the best timing and germination techniques for the seeds of each species (heat, soaking, scarification, etc.) and determine whether soil amendments, mulching, and supplemental watering are appropriate on a case-by-case basis.

These BMPs apply to the following recommended management actions:

- Revegetation

### B. Protection of Sensitive Resource Areas

Sensitive resource areas on YBI include populations of special-status or locally rare plants and plant communities, host plants for special status invertebrates, nesting sites for various bird species, and mature native trees. The following BMPs provide guidelines for carrying out HMP planned activities in a way that allows for protection of sensitive resource areas.

1. Implementation of management actions should be scheduled to avoid seasonally sensitive areas. For example, invasive species removal activities near populations of dune gilia and fiesta flower can be scheduled to avoid the active life stage of these annual species and thus avoid adversely affecting pollination and seed production. However, even during the late summer, fall, and winter, work within areas known to support annual special-status or locally significant plants should be done with great care so as to not create extensive ground disturbance that would damage the seed bank or

<sup>13</sup> Preferably the reference site will be located on YBI and in no event will it be located more than 25 miles from YBI.

promote establishment of invasive species. As another example, projects with the potential to impact butterfly host plants, particularly invasive species such as fennel, which is a host plant for the anise swallowtail butterfly, should be timed to avoid the reproductive phase for the species or phased so that the plants in question are not removed all at once if other suitable host plants are not located nearby.

2. Prior to project work within or near sensitive resource areas, the restoration specialist will carry out a pre-implementation survey that will establish precise boundaries of the areas to be avoided. The boundary of the sensitive areas should include an appropriate buffer, depending on the type of work taking place, and will be determined by the restoration specialist.

3. The boundary of the sensitive area should be identified with flagging, fencing, area closure notification signs or other designation at the discretion of the restoration specialist.

4. The field implementation team, whether it consists of a hired contractor, volunteers, or field staff (or combination thereof), should be educated as to the nature of the sensitive resources and area closure and how to best avoid impacts to the sensitive resources.

These BMPs apply to the following recommended management actions:

- Revegetation
- Invasive plant species removal
- Trail construction and installation of recreational facilities

## C. Wildlife Protection

The limited space for wildlife habitat and resources on YBI provides a unique challenge for planning and implementing habitat management activities. The following BMPs will ensure adequate protection for wildlife during habitat management work.

1. Surveys should be conducted by a qualified biologist for nesting birds between February 1st (or earlier as determined by local monitoring) and August 15th if work with potential for disrupting avian reproduction is scheduled to take place during that period in any given year. If bird species protected under the MBTA or the California Fish and Game Code are found to be nesting in or near any work area, an appropriate no-work buffer zone should be designated by the biologist. Depending on the species involved, input from the CDFG and/or the U.S. Fish and Wildlife Service (USFWS) Division of Migratory Bird Management may be warranted. As recommended by the monitoring biologist, no activities should be conducted within the no-work buffer zone that could disrupt bird breeding. Outside of the breeding season or after young birds have fledged, as determined by the biologist, work activities may proceed.

2. Surveys should be conducted by a qualified biologist for special-status or maternity bat roosts that could be adversely impacted by management actions. YBI has large trees that may provide roosting habitat for bats. With the exception of tree removal, few HMP actions will directly affect this type of habitat. However, indirect effects from management actions such as noise could cause roost abandonment. Therefore, concurrent with nesting bird surveys, a qualified bat biologist should survey suitable structures and large trees for roosting bats to the extent that work on them or within 200 feet of them is proposed. If a maternity roost is present, a no-disturbance buffer of 200 feet should be created around the roost during bat maternity season (April 15 through August 15) and should remain in place until juvenile bats are self-sufficient and would not be impacted by habitat management project activities. Trees to be removed for the project that are showing evidence of bat activity should be removed during the period least likely to affect bats, as determined by a qualified bat biologist (e.g., roost sites of maternity colonies would be removed during the non-maternity season, August 15 through April 15). If exclusion is necessary to prevent direct or indirect impacts (e.g., resulting from roost removal, construction noise, or increased human activity), exclusion should also occur during these minimal-impact periods. Any special-status bat roosts that are destroyed should be replaced at a 1:1 ratio with a roost suitable for the displaced species. The roost should be monitored periodically for five years to ensure proper roosting habitat characteristics (e.g., suitable temperature and no leaks). The roost should be modified as necessary to provide a suitable roosting environment for the target bat species.

3. If work is planned to take place near the boundary of a wildlife no-work buffer, protective fencing and/or area closure notification signs should be installed to designate the areas.

## V. Best Management Practices

4. The field implementation team should be educated as to the nature of the sensitive resources and area closure and how to best avoid impacts to the sensitive resources.

5. Site specific plans for habitat management actions (such as the plans described in the sections for restoration/enhancement, invasive species removal, and prevention of recreation impacts) should include an assessment of the total area of wildlife species habitat that will be impacted by a given project. The aim of this assessment is to ensure that adequate comparable habitat exists in the vicinity to provide habitat. If the management action is large in scale and will result in removal of significant portions of available habitat, vegetation removal and replacement should be phased, as appropriate, so that large areas are not impacted all at once. This may require the implementation of management actions to be spread out over longer periods of time. However, considering the diversity of habitats on the Island, even at very small scales, the slow pace of eucalyptus removal proposed by this plan (see the eucalyptus removal strategy), and the focus of this HMP on the long-term management, the probability of impacts to a large area all at once is very low.

These BMPs apply to the following recommended management actions:

- Revegetation
- Invasive species removal, non-native tree removal
- Trail construction and installation of recreational facilities

### D. Invasive Plant Removal

Most successful invasive plant control programs are based on the adaptive implementation of a wide variety of control methods with the overarching goal of long-term control of invasive species and their replacement with native species and plant communities. In fact, a wide variety of control methods will be necessary for management of the invasive species on YBI and invasive plant species removal activities should be coupled with habitat restoration and enhancement projects as much as possible to maximize the creation of high quality wildlife habitat. This sub-section applies to all invasive plant species on YBI except the invasive and non-native trees eucalyptus, Monterey pine and Monterey cypress, which are addressed in a separate sub-section. The BMPs listed below identify methods for avoiding or reducing impacts to YBI's environmental resources during invasive plant species removal activities.

1. Develop a site-specific invasive species removal plan that includes: Setting objectives for eradication or control, assuring that resources are available for necessary follow-up work, setting a timeline, step by step methods for removal, tools and equipment required for removal, plant materials disposal methods, and identification of sensitive resources within or near the treatment site.

The plan should provide an adaptive approach to continued monitoring and weed treatment following the initial removal activities to ensure that any future small outbreaks can be treated quickly and effectively so as to not diminish the effort of the initial removal activities.

2. Assign oversight of removal activities to a qualified biologist or habitat restoration specialist with experience working with target invasive plants and knowledge of their removal methods including: most effective time of year for various removal methods (pulling, mowing, spraying etc.), herbicide application and precautions, and use of weed removal tools.

3. Consult the previous sections on sensitive area and wildlife protection, and follow all applicable BMPs described therein, with special emphasis on educating field staff and volunteers about sensitive resources in the vicinity of the removal activities.

4. Clean invasive plant species removal equipment, personal clothing, shoes, and vehicles to prevent the spread of small seeds (such as those of Australian fireweed, veldt grass, sticky eupatorium, Canary Island marguerite, invasive grasses, and others).

5. When feasible, prior to any large-scale removal of vegetation used as food or cover for native wildlife, establish an appropriate alternative.

These BMPs apply to the following recommended management actions:

- Revegetation
- Invasive species removal

## E. Prevention of Invasive Plant Spread

Invasive plant species unfortunately grow throughout YBI and spread easily into cleared or disturbed areas and, less often, into undisturbed areas. Invasive species are easiest to eliminate when infestations are small or consist of few individuals, and before they set seed. Therefore it will be most successful to implement a monitoring program, as recommended in following sections and set forth in Part II, Implementation Plan of this document, which will allow resource managers to assess changes in infestations on the Island over time and adapt the invasive species removal strategy to fit the current circumstances.<sup>14</sup>

1. A qualified biologist should survey areas of recent disturbance and known nascent infestations at regular intervals to help inform the decision-making and prioritization for the HMP invasive plant removal actions.
2. Educate invasive plant removal field staff and/or volunteers about seed dispersal mechanisms and methods of spread of invasive plants in the project vicinity so that they can avoid being a vector.
3. Clean invasive plant removal tools, equipment, personal clothing and boots following removal activities to prevent seed/propagule dispersal.
4. Coordinate invasive species removal projects with habitat restoration to promote the establishment of native plant species in areas where invasive species are removed.
5. Install and encourage developed trails and recreation areas to limit the amount of off-trail human use and development of social trails in natural areas.

These BMPs apply to the following recommended management actions:

- Revegetation
- Invasive species removal, non-native tree removal
- Trail construction and installation of recreational facilities

## F. Hazard Tree Assessment

Trees become hazards to people, infrastructure, buildings, and sensitive biological resources as they become old, diseased, or develop hazardous structural deficiencies such as split branches. Large eucalyptus trees are prone to structural deficiencies and can cause tremendous damage and personal harm when branches drop during storms or in hot weather. In order to protect people and buildings and reduce the potential damage to infrastructure and sensitive resource areas, hazard trees should be trimmed or removed in an ecologically sensitive way (such as the guidelines presented in the next sub-section: Non-native tree removal). The following BMPs provide necessary parameters for assessing hazard trees on YBI and can be used when prioritizing tree removal under the HMP.

1. Surveys for hazard trees should take place at regular intervals, such as once every two or three years, by a qualified biologist or arborist to identify hazard trees and potential hazard trees. Identification of hazard trees will reduce the risk of damage to infrastructure and people, and can help prioritize tree removal. The surveys should focus on areas with known sensitive resources, public access, and infrastructure.
2. In areas where human uses are expected to be low (e.g. in the interior of a woodland or forest community far away from main trails), mature and damaged trees should be left to complete their natural life cycle. In high human use areas, such as major trails, trail heads, parking lots, playgrounds, and picnic facilities (concrete paths, buildings, restrooms, etc.), hazardous trees should be identified, their potential for failure evaluated, and removed as needed.

Hazard trees in and around habitat restoration sites or sensitive areas (such as rare plant populations or sensitive vegetation communities) should also be prioritized for removal in order to reduce the potential for damage to sensitive resources.

<sup>14</sup> An invasive species removal strategy resource is the Bay Area Early Detection Network at <http://www.baedn.org>

## V. Best Management Practices

3. Hazard trees should be assessed using the following criteria:

- High probability of failure including consideration of slope stability
- Observed poor health
- Evidence of significant die-back
- Problematic tree structure
- Root damage and/or exposure
- Visible cankers and/or rot
- Observed or suspected disease or pest infestations
- Probability of striking humans, vehicles, structures or otherwise damaging roads or infrastructure

These criteria, in addition to location of the tree in relation to sensitive resources should provide the basis for prioritizing removal of hazard trees.

4. Where hazard trees are recommended for removal, all BMPs in the non-native tree removal section should be followed to ensure the maximum protection to wildlife and vegetation.

This BMP applies to the following recommended management actions:

- Revegetation
- Preservation of sensitive resources, including wildlife
- Trail construction and installation of recreational facilities

## G. Non-native Tree Removal

The strategic removal of selected eucalyptus, Monterey pine and Monterey cypress trees is perhaps the largest scale management action proposed in this HMP. Therefore, a detailed eucalyptus reduction strategy has been developed that incorporates the goals and methods for removing eucalyptus trees, as well as a discussion of the advantages of this approach, and BMPs that will ensure protection of natural resources and surrounding habitats. The reduction strategy discusses eucalyptus trees in particular since they are the dominant non-native tree on YBI, continue to spread, and pose the largest threat to existing native plant communities. They also pose a considerable maintenance problem due to leaf, bark and branch litter that falls on landscaped areas, roads and roofs.

Tree stands that are deliberately retained, for their habitat or cultural value, will benefit in health and longevity from being thinned. Monterey pine and cypress trees on the Island are mostly large trees and are not included in the eucalyptus reduction strategy because of their different life history characteristics and limited potential to spread naturally. However, Monterey pine and cypress trees located near access areas and within specific communities will be proposed for removal where feasible. While the eucalyptus forest reduction strategy does not apply to Monterey pine and cypress trees, the BMPs for tree removal at the end of this subsection should be followed for all non-native tree removal to provide the maximum environmental protection. As noted elsewhere, pines should be inspected for pitch canker and cypresses for heart rot.

### Eucalyptus Forest Reduction Strategy

For the sake of convenience, the term "eucalyptus" will be used in this document to refer only to the Blue Gum Eucalyptus and not to any of the many other eucalyptus species.

With increased public access to and use of YBI, there is an increased concern regarding the safety of persons and property. The ground beneath eucalyptus groves is typically covered with a tremendous amount of branch and leaf litter, creating a tripping hazard for pedestrians. Eucalyptus trees are subject to wind throw and may shed large limbs with no warning, posing a safety hazard for people and property. Finally, the oil-rich litter and the trees themselves are highly flammable. Once a fire gets started, burning eucalyptus bark and foliage may be carried by the wind, contributing to a fire's spread. With increased human access to the groves on YBI comes an increased risk of fire from carelessly discarded cigarettes and homeless encampments. Even embers from residents' fireplaces could ignite eucalyptus debris nearby. Since many of the eucalyptus stands are at upper elevations on the windward (western) side of the Island, a fire could quickly spread to the nearby housing complexes.



From an ecological standpoint, dense eucalyptus groves outside their native habitat are widely considered to be detrimental to native vegetation. Eucalyptus trees aggressively spread by the production of copious amounts of light-weight seeds. As young trees develop, their canopies rapidly begin to shade out native plants. Most eucalyptus species produce a large volume of debris comprised of leaves, capsules, bark strips, limbs and branches. Not only does this debris physically bury plants in the understory, but plant growth is inhibited by the allelopathic effects of chemical compounds in the debris. Within the fog incursion zone along the California coast, eucalyptus trees also alter the moisture regime of the understory by fog drip, facilitating the growth of non-native vines such as English ivy, Algerian ivy, and Cape ivy, further impacting native plants.

Conversion of native plant communities to eucalyptus groves also largely displaces the bird and wildlife species adapted to native habitats. Still, eucalyptus trees do provide habitat for numerous bird species such as hawks and owls, herons and egrets, crows and ravens, hummingbirds, warblers, kinglets and chickadees, among many others, even if not necessarily better habitat than the eucalyptus replaced.

Complete eradication of the eucalyptus trees on YBI is not recommended. There are biological reasons to retain some of the stands, and the trees that should be removed cannot and should not be removed all at once. Therefore, an incremental approach to removing eucalyptus trees consistent with the ecological goals of the HMP is being proposed. Even this type of approach will require development of a Tree Management Plan to guide the phased reduction of eucalyptus on YBI. There are nine components to this plan. These include:

1. Identification of trees and tree stands that should be preserved. Locate bat roosts, raptor nests that are used year after year, trees frequently used for perching, and healthy trees that are well located to be part of an interpretive program about the Island's history.
2. Remove hazard trees as discussed on pages 49-50.
3. Removal of all saplings within a given stand of trees.
4. Selective thinning of smaller diameter trees (at a minimum  $\leq 8-12"$  dbh), including resprouts.
5. Removal of litter and downed limbs from the ground within eucalyptus groves.
6. Removal of lower branches of remaining trees to a height of 10-15 feet to reduce fire ladders.
7. Removal of hazardous limbs near trails, roads and structures.
8. Selective cutting of trees and saplings at the periphery of eucalyptus groves where trees are encroaching upon high priority native plant stands.
9. Incremental removal of larger trees as funding, public awareness and decision maker understanding evolve.

This approach has numerous advantages:

- The visual impact would be minimal as viewed from the City or the Bay Bridge.
- Recreational uses and aesthetics within the stands would be enhanced by eliminating tripping hazards for pedestrians and "cleaning up" the forest floor.
- Soil impacts resulting from felling and off-hauling large trees would be reduced, reducing the potential for erosion and damage to native species.
- Nesting, roosting and foraging habitat values provided by eucalyptus trees for birds and bats would be preserved.
- Opening up of the tree canopy and removal of forest debris would provide opportunities for limited re-introduction of native plant species.
- The fire hazard would be reduced.
- Safety hazards to pedestrians and property from falling limbs would be reduced.
- The spread of eucalyptus into nearby natural plant communities would be limited.

## V. Best Management Practices

### Eucalyptus Forest Reduction Strategy

#### Phase 1

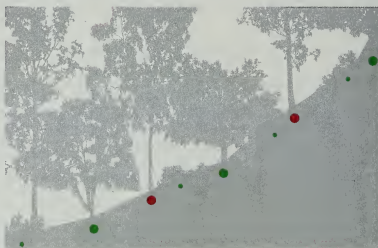
- Identify and remove existing small, diseased, and hazardous eucalyptus trees.



*Existing Condition*

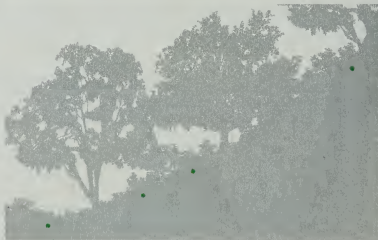
#### Phase 2

- Plant native oak trees.
- Plant native understory.
- Monitor existing eucalyptus trees and remove small, diseased, and hazardous specimens.



#### Phase 3

- Maintain and reinforce native oak woodland and understory.



*Future Condition*



Finally, this would be a cost-effective approach to meeting the ecological and aesthetic goals of the HMP by:

- incorporating the use of smaller ground-based equipment,
- requiring little to limited tree climbing,
- allowing for the chipping and mulching of all debris on developed and landscape areas of YBI (or on TI), and
- eliminating the need for off-hauling unless it is handled and paid for privately.

#### Best Management Practices for Non-native Tree Removal

Best management practices for the implementation of the six components listed above are described below. The habitat Map Units for which these BMPs should be followed are: 9, 13, 18, 22, 29, 38, 36, 41, 42, 43, and 46. Habitat Map Units that afford the easiest access for equipment are: 13, 18, 22, 36, and 46. (Note: portions of units 38, 41, and 42 are approachable by road, but pose difficulties due to steep slopes.)

1. Each work area should be evaluated by the contractor in coordination with a qualified arborist and biologist before work commences. Based on proposed trail routes and recreational areas (i.e., picnic tables, view points), the arborist should identify trees and hazardous limbs to be removed, and trees requiring the removal of lower limbs for fire safety. The biologist should provide guidance on the timing of work, placement and operation of equipment, access and haul routes, and staging areas to minimize inadvertent impacts to desirable plant species and habitats. The biologist should also provide guidance on the identification of additional plant species (if any) to be removed, as well as those to be preserved.

2. If work is scheduled to occur during the bird breeding season (February 1 – August 15), a preconstruction nesting bird survey should be performed by a qualified biologist. If bird species protected under the MBTA or the California Fish and Game Code are found to be nesting in or near any work area, an appropriate no-work buffer zone should be designated by the biologist. Depending on the species involved, input from the California Department of Fish and Game (CDFG) and/or USFWS Division of Migratory Bird Management may be warranted. As recommended by the biologist, no activities should be conducted within the no-work buffer zone that could disrupt bird breeding. Outside of the breeding season (August 16 – January 31), or after young birds have fledged as determined by the biologist, work activities may proceed.

3. Small saplings may be pulled out by hand or with a Weed Wrench™. Trees too large to be pulled out by the roots, or when doing so would significantly harm the soil or understory, should be cut with a hand- or chain-saw. Trees should be cut flat and as low to the ground as possible. For eucalyptus, which are prone to resprouting after cutting, herbicide should be applied to the outer portion of the stump's cut surface immediately after cutting. Recommended herbicide treatments include triclopyr (as Garlon 4® and Garlon 3A®) or imazapyr (trade names Chopper, Arsenal, and Assault) at a rate of 80 percent in an oil carrier, or glyphosate (as Roundup® or Rodeo®) applied at a rate of 100 percent. Because some resprouting of stumps is still likely to occur, periodic follow up visits are necessary to prevent tree regrowth. Sprouts three to five feet tall may be treated with a foliar application of 2 percent triclopyr or glyphosate. With the exception of acacia, removal of trees of most other species (either native or non-native hazard trees, for example) will not require herbicide application. A non-toxic alternative would be to smother the stumps with plastic.

4. To avoid significant ground damage, felled trees should either be chipped on site or moved using a rubber-tired grapple skidder or equivalent.

5. All forest debris, trees, limbs and branches should be chipped on site and either spread out on site (as specified by the project biologist) or transported to appropriate stockpiling or disposal areas elsewhere on YBI or TI. Wood chips may be laid down in a 4" layer for weed control (i.e., at Map Unit 8, picnic area at Map Unit 38, or other approved park or landscape areas). Depending on phasing of work, the east point of YBI, currently used for staging by Caltrans during construction of the new eastern span of the Bay Bridge, may be an appropriate stockpiling area for wood chips. Long term storage of wood chips at this location may facilitate rehabilitation of the ground after bridge construction, thereby aiding in the potential restoration of native habitat to the site. The use of wood chips and other forms of mulch can be beneficial for weed control, soil moisture retention, and in some cases, soil development. However, this practice is not without controversy. Mulch can aid in the development of, or distribute, pathogens and decrease bare soil area for ground dwelling bees and other beneficial insects.

## V. Best Management Practices

### H. Prevention of Sudden Oak Death

Sudden oak death (SOD), a fungal pathogen that can kill coast live oak, other oaks species, and oak relatives (such as tanoak), has not been detected on YBI. However, its spread throughout coastal California's oak woodlands and forests indicates that the threat exists for SOD to spread to YBI. Below is a list of known native host plants that are found on YBI.<sup>15</sup> Planted horticultural species on the Island in the developed areas could also potentially host the fungus and are not included in this list because the developed areas have not been extensively surveyed and there is not a comprehensive record of horticultural plantings on the Island within those areas.

| Scientific name                   | Common name                |
|-----------------------------------|----------------------------|
| <i>Adiantum jordanii</i>          | California maidenhair fern |
| <i>Aesculus californica</i>       | California chestnut        |
| <i>Ceanothus thyrsiflorus</i>     | Blueblossom                |
| <i>Corylus cornuta</i>            | California hazelnut        |
| <i>Heteromeles arbutifolia</i>    | Toyon                      |
| <i>Quercus agrifolia</i>          | Coast live oak             |
| <i>Sequoia sempervirens</i>       | Coast redwood              |
| <i>Toxicodendron diversilobum</i> | Poison oak                 |
| <i>Umbellularia californica</i>   | California bay             |

Since SOD is not currently present on YBI, the focus of these BMPs is prevention rather than treatment. The California Oak Mortality Task Force has put together excellent materials on limiting the spread of SOD once it has been introduced including: sanitation measures for tools and workers, planning vegetation removal field work during the dry season, and limiting the amount of ground disturbance within infected areas. The following BMPs will help prevent SOD from being introduced to the Island as a result of HMP related activities.

1. A restoration specialist familiar with the signs and symptoms of SOD should inspect all nursery stock, plants and propagules brought to the Island for habitat management projects. All infected plants should be quarantined immediately- away from any potential host plants- and returned to their source to be disposed of properly.

2. Regular habitat monitoring associated with HMP projects should include a survey for SOD infection of known host plants.

3. Restoration workers, hired contractors and volunteers working on HMP projects should adhere to the following sanitation measures that should prevent SOD from being imported to the Island:

- Excess soil and mud should be removed from shoes, clothing, and tools before arriving on the Island if restoration workers and equipment have been operating in areas of known infestation.
- Work vehicles should be washed in an equipment yard or car wash to remove any soil or plant matter prior to arrival on YBI if restoration workers and equipment have been operating in areas of known infestation.
- Tools, equipment, shoes and gloves should be sanitized using a solution of chlorine bleach and water (1:9) prior to arrival if restoration workers and equipment have been operating in areas of known infestation.

These BMPs apply to the following recommended management actions:

- Revegetation
- Invasive species removal, non-native tree removal
- Trail construction and installation of recreational facilities

<sup>15</sup> Known SOD host plants, natives and ornamentals, are identified by the California Oak Mortality Task Force at [www.suddenoakdeath.org](http://www.suddenoakdeath.org)

## I. Herbicide Application

The application of herbicides to invasive plant species may be a necessary component of habitat restoration or enhancement projects, or simply as a method to prevent the spread of invasive plant species into adjacent, mostly intact natural habitats. The use of herbicides is not meant to be pervasive in the implementation of this plan, but rather, herbicides should be used only when absolutely necessary and in accordance with the City of San Francisco's IPM policies and ordinances. Strict adherence to the BMPs that address herbicide application is imperative since strong chemicals can have deleterious effects on the biotic environment (in addition to target weeds) when improperly used.

1. An herbicide application program should utilize staff with herbicide application certification and training in specific target species.
2. Herbicide applicators should utilize approved methods for transport, mixing, application, and clean-up of all herbicide application activities.
3. Herbicide application in sensitive areas should be closely planned and overseen by the restoration specialist to prevent any accidental damage to sensitive resources. If necessary, sensitive areas should be flagged or fenced for maximum protection.
4. The herbicide program should use only approved chemicals, and should follow all seasonal and weather restrictions and specific label instructions for use.
5. Within sensitive wildlife habitat, the herbicide program should use the least environmentally damaging herbicides and surfactants or non-chemical alternatives, such as hand-weeding, tarping, or mulching. Direct application to cut stems or stumps, when feasible, is preferable to spraying.

The above BMPs apply to the following recommended management actions:

- Revegetation
- Invasive plant species removal, non-native tree (specifically eucalyptus) removal

## J. Erosion Control

Erosion is a threat throughout YBI in areas with steep slopes and/or loose, sandy substrate. Erosion can cause damage to plant communities and animal habitats by complete removal of the soil surface layer, and can lead to invasive plant species invasions and an alteration of the soil profile. Fortunately, the majority of the habitat management actions proposed in this plan do not require extensive or deep ground disturbance, and the erosion control BMPs presented below are mostly complementary to the management actions.

1. Strategic planning for carrying out trail construction and vegetation removal with a ground disturbance component (e.g. manual removal of plants such as French broom and iceplant, including removal of root systems) should be done in a way that will minimize the risk of erosion. This can be achieved by focusing ground disturbing projects in areas of gentle slopes and areas of consolidated substrates, by carrying out plant removal activities in the late spring after the rainy season has ended, or by using a phased approach to vegetation removal in steep areas with loose soil so that only relatively small areas are bare at any given time.
2. Hydroseeding and hydromulch should be used to stabilize areas with slight to moderate slopes. There are a wide variety of hydroseed and hydromulch products on the market that all offer different benefits. The restoration specialist overseeing the project implementation should make a site specific recommendation and ensure that the hydroseed mix follows the plant palette specifications for the project.

## V. Best Management Practices

3. Straw wattles, natural fiber blankets, and jute matting are typically used in areas that have a high risk of erosion due to steeper slopes or more concentrated seasonal water flow. Again, there are a variety of products that can be used depending on the particular situation and the restoration specialist or biologist will make a site appropriate recommendation. The products selected should always be made of natural, biodegradable materials, and should not include any plastic.

The above BMPs apply to the following recommended management actions:

- Revegetation
- Invasive plant species removal, non-native tree removal
- Trail construction and installation of recreational facilities

## K. Minimizing Recreational Impacts on Natural Areas

The development plans for YBI include plans to install public access trails and recreation areas such as picnic areas and facilities; refer to Section III. Future Vision for YBI. Recreation areas and trails will encourage public use of the natural areas on YBI, within certain boundaries, and will provide significant benefits both to Island residents and visitors, as well as to the natural environment by promoting visitor appreciation of the natural resources of the Island. Recreational opportunities will allow people to be active and enjoy the unique natural setting of the Island while protecting the overall environment by concentrating human impacts in specific areas. The following BMPs present methods for minimizing human and pet recreational impacts on natural areas of YBI while allowing for the beneficial public use of these areas.

1. New trail construction should be carried out in such a way as to minimize impacts on natural resources. For example, whenever possible, trails should be located along the edges of habitat areas, rather than passing through them, to avoid further habitat fragmentation. Fencing should always be kept to the minimum to encourage people to stay out of an area and should allow for small animal passage.

2. Signs should be installed within recreation areas and at trailheads that indicate the following guidelines for public use:

- People and pets must stay on designated trails and within designated recreation areas at all times.
- Dogs must remain on a leash at all times, except for designated off-leash areas.
- Trash, recyclables and compostables must be disposed of in covered and secured bins, or carried out where bins are not available.
- Wildlife and feral cats should not be fed by visitors anywhere.
- Harassing, chasing, or hurting wildlife, destroying nests and habitat, collecting without a permit and damaging vegetation are prohibited at all times.
- Fires are prohibited at all times, except within designated areas.

3. Interpretive signs should be posted that present information about the impacts that unleashed dogs and feeding of wildlife and feral cats can have on wildlife.

4. Wildlife-safe trash and recycling receptacles should be installed in recreation areas and at trail heads to encourage disposal in bins and reduce littering. Receptacles should be emptied daily so as not to attract wildlife.

5. Regular monitoring of recreational areas and trails should be conducted to detect any resulting erosion, spread of invasive species, or harassment of wildlife resulting from human use.

This BMP applies to the following recommended management actions:

- Trail construction and installation of recreational facilities

## VI. Management Zone Prescriptions

### A. Introduction

YBI consists of approximately 108 acres. Of these, approximately 40.5 acres is proposed for development (including housing, commercial development, recreation areas, historic adaptive reuse, and infrastructure). The remaining 67.5 acres of natural areas will be actively managed under the HMP. These natural areas are generally comprised of the following vegetative cover types: California buckeye woodland (0.2 acre), central coast riparian scrub (1.5 acres), coast live oak woodland (6.3 acres), coast live oak/eucalyptus (14.8 acres), eucalyptus woodland, (22 acres), northern coastal scrub (12 acres), ruderal/landscaped (9.3 acres), and Valley wildrye grassland (1.4 acres).

Mindful of the general goals and objectives of the project, as well as the constraints and opportunities discussed above, the Map Units described in Section II were aggregated into eight Management Zones (see Management Zones Map). The Redevelopment Area Management Zone includes all areas proposed for development; proposed HMP actions in this Zone are generally limited. The remaining seven Management Zones are, by and large, contiguous areas that assemble the diversity of the YBI habitat Map Units into larger Zones. Map Units within each Zone have similar levels of existing native biodiversity,<sup>16</sup> similar levels of invasion and/or habitat type conversion, and similar anticipated levels of future public access, suggesting that the application of similar overarching management prescriptions for each Zone would be appropriate.<sup>17</sup>

### B. Management Zones: Attributes and Threats

The project team examined a variety of basic ecological attributes that contribute to the value that a particular habitat unit might have for wildlife or plants in a holistic fashion rather than by using an absolute relative ranking system. The values of a particular unit or a zone are therefore intrinsic qualities that suggest how different areas of YBI might be treated for ecological diversity and stability, and for wildlife and human use. These attributes, and their presence or absence within each Management Zone are presented in Table 2, as well as existing and potential threats to YBI's natural communities. The existing conditions information summarized in Table 1 (see Section II, *Existing Conditions*) is filtered through the ecological attributes identified in Table 2 and the results suggest that different management strategies are appropriate for the various Management Zones, based on habitat quality and diversity, stakeholder priorities, desired future conditions, and the opportunities and constraints discussed above. Thus each of the Management Zones will have a unique Management Prescription also listed in Table 2, which summarizes the overarching management prescriptions for each Management Zone.

### C. Management Zone Prescriptions

Basic prescriptions for each Management Zone were developed by considering the existing constraints, threats, resources, and opportunities in each zone:

- YBI development principles;
- Actual and potential recreational use;
- Public input;
- Potential adverse impacts from restoration actions;
- Potential adverse impacts from delaying restoration actions;
- Existing habitat and species diversity, especially resources unique to the area;
- Potential for volunteer involvement;
- Actual and potential threat levels; and
- The cost effectiveness of the various potential habitat management actions.

The HMP is meant to be a living document and the prescriptions set forth in this Plan are not meant to preclude additional studies. In fact, future studies will be required in order to inform further detailed planning efforts. Such studies should include, among others, GIS mapping of important resources such as special-status plant populations, large oaks and toyon, nesting sites for raptors, and bat roosts; continued vegetation mapping refinement; and wildlife inventories. Site-specific plans are required to be developed (see the BMPs) at a level of detail simply beyond the scope of the Plan itself.

<sup>16</sup> Based on species lists for most Map Units generated by Mike Wood, ESA was able to calculate three different measures of native plant species diversity for the different Map Units. Alpha diversity is simply the number of native species per Map Unit. These measures were calculated and then aggregated for each Management Zone. This enabled us to calculate two additional diversity measures for each Zone—complementarity, which is an index indicating how unique each zone is with respect to the native plant species it supports, and gamma diversity, which is the total number of native plant species per zone. These diversity measures were then used to help validate the Management Zones, as well as to assign prescriptions and priorities.

<sup>17</sup> ESA mapped habitat within the Coast Guard Lands and Caltrans ROW on YBI in order to inform the planning process regarding the biological resources on that part of the Island. However, these lands are not included in the Habitat Management Plan and no management recommendations will be made for them.



## VI. Management Zone Prescriptions

| Habitat Management Zones | Attributes and Threats                     |                                              |                                     |                                           |                                     |                                |                           |                                       |                        |                                       | Habitat Management Zone : General Prescriptions |   |                                                                                                        |
|--------------------------|--------------------------------------------|----------------------------------------------|-------------------------------------|-------------------------------------------|-------------------------------------|--------------------------------|---------------------------|---------------------------------------|------------------------|---------------------------------------|-------------------------------------------------|---|--------------------------------------------------------------------------------------------------------|
|                          | Special status plants present <sup>a</sup> | Special status wildlife present <sup>a</sup> | Habitat type diversity <sup>b</sup> | Habitat structural diversity <sup>c</sup> | Overall native vegetation dominance | Native plant species diversity | Native wildlife diversity | Low vegetative diversity <sup>d</sup> | Low wildlife diversity | Invasive plant species present        |                                                 |   |                                                                                                        |
|                          |                                            |                                              |                                     |                                           |                                     |                                |                           |                                       |                        | Invasive vegetation dominant          |                                                 |   |                                                                                                        |
|                          |                                            |                                              |                                     |                                           |                                     |                                |                           |                                       |                        | Habitat fragmentation                 |                                                 |   |                                                                                                        |
|                          |                                            |                                              |                                     |                                           |                                     |                                |                           |                                       |                        | Current or potential recreational use |                                                 |   |                                                                                                        |
|                          |                                            |                                              |                                     |                                           |                                     |                                |                           |                                       |                        |                                       |                                                 |   |                                                                                                        |
|                          |                                            |                                              |                                     |                                           |                                     |                                |                           |                                       |                        |                                       |                                                 |   |                                                                                                        |
|                          |                                            |                                              |                                     |                                           |                                     |                                |                           |                                       |                        |                                       |                                                 |   |                                                                                                        |
|                          |                                            |                                              |                                     |                                           |                                     |                                |                           |                                       |                        |                                       |                                                 |   |                                                                                                        |
|                          |                                            |                                              |                                     |                                           |                                     |                                |                           |                                       |                        |                                       |                                                 |   |                                                                                                        |
| Attributes               |                                            |                                              |                                     |                                           |                                     |                                |                           |                                       |                        |                                       | Threats                                         |   |                                                                                                        |
| West Bluff North         | ●                                          | ●                                            | ●                                   | ●                                         | ●                                   | ●                              | ●                         |                                       |                        | ●                                     | ●                                               | ● | Preservation and restoration emphasis; public access on interpretive trails; wildlife protection areas |
| West Bluff South         | ●                                          |                                              |                                     | ●                                         |                                     | ●                              | ●                         |                                       |                        | ●                                     | ●                                               |   | Enhancement emphasis; restricted public access                                                         |
| Southwest Slope          | ●                                          |                                              |                                     |                                           |                                     |                                |                           | ●                                     | ●                      | ●                                     | ●                                               | ● | Enhancement emphasis; wildlife enhancement; public access                                              |
| Clipper Cove West        | ●                                          |                                              | ●                                   |                                           |                                     | ●                              | ●                         | ●                                     | ●                      | ●                                     | ●                                               | ● | Enhancement and preservation emphasis; full public access                                              |
| Central Clipper Cove     | ●                                          |                                              | ●                                   | ●                                         | ●                                   | ●                              |                           |                                       |                        | ●                                     |                                                 | ● | Enhancement emphasis; restricted public access                                                         |
| Clipper Cove East        | ●                                          | ●                                            | ●                                   | ●                                         |                                     | ●                              | ●                         |                                       |                        | ●                                     | ●                                               | ● | Enhancement emphasis; public access on interpretive trails; wildlife protection areas                  |
| New Bridge               | ●                                          |                                              |                                     |                                           |                                     |                                |                           | ●                                     | ●                      | ●                                     | ●                                               | ● | Enhancement emphasis                                                                                   |
| Redevelopment Area       | ●                                          |                                              | ●                                   |                                           |                                     |                                |                           | ●                                     | ●                      | ●                                     | ●                                               | ● | No HMP action proposed; recommendations to protect and preserve existing resources                     |

Table 2: Habitat Management Zones: Attributes, Threats and General Prescriptions

<sup>a</sup> The term *special-status* includes species listed as rare, threatened, or endangered by federal, state, or local agencies, as well as those listed by organizations with recognized expertise in the field and includes locally significant plants listed by the Yerba Buena Chapter of CNPS.

<sup>b</sup> Indicates that there are/are not a diversity of different habitat types within a Management Zone.

<sup>c</sup> Structurally diverse habitat types contain multiple vegetative layers, i.e., herbaceous shrub, and tree canopies. Within a Management Zone this could mean that habitat types are diverse internally, across different habitat types, or both.

<sup>d</sup> Low vegetative diversity determined by presence of native species and habitat structure.





## VI. Management Zone Prescriptions

### C. Management Zone Prescriptions

#### **West Bluff North**

##### **General Management Prescription**

Preservation and restoration emphasis; public access on interpretive trail; wildlife protection area.



##### **Map Unit Habitat Management Prescriptions**

###### **Map Unit 1: Management Prescription**

Map Unit 1 occurs on the western bluffs of YBI and is dominated by a fairly large, dense stand of Valley wildrye grassland that grows on a terrace formerly disturbed by a wagon trail. This unit also supports seaside woolly sunflower and the only stands of seaside daisy found on the island. These grasslands are being threatened by several invasive species, primarily iceplant and sweet fennel, and the eucalyptus at the road edge. A priority action at this site should be the eradication of invasive species through the use of hand removal techniques to avoid excessive damage to the native grasslands. If hand removal does not prove effective then selective painting of resprouts with herbicide may be used. A trail is proposed along the western bluffs as part of the recreational component of the development plan. The trail should be routed adjacent to Treasure Island Road to minimize impacts to the relatively intact native habitat present throughout the Management Zone. Due to the steep slopes below, any trail should be constructed with a permeable bed to minimize the potential for concentrating runoff.

###### **Map Unit 2: Management Prescription**

Map Unit 2 lies between the road and the steeper slopes and cliffs of Map Unit 3. There are isolated mature eucalyptus along the road as well as iceplant, fennel, and non-native annual grasses. Enhance by removing eucalyptus, which are easily accessible from the road, iceplant, and fennel. Revegetate with coastal scrub species and creeping wildrye. Continue to route trail along road.

###### **Map Unit 3: Management Prescription**

Map Unit 3 is comprised primarily of steep slopes vegetated with relatively intact northern coastal scrub and little needs to be done here. Restore by removal of isolated eucalyptus and Monterey cypress along road, and French broom that is invading scrub vegetation from the upslope edge. Canary Island marguerite has begun to invade the steepest parts of the bluffs and should be removed wherever possible. Revegetate where necessary with coastal scrub and native perennial grasses. Protect tide pools at base of cliffs by eliminating existing social trail.

###### **Map Unit 4: Management Prescription**

Map Unit 4 supports a stand of central coast riparian scrub, made up of arroyo willow. The site is very steep and vegetation within the stand is impenetrable. Restore through removal of French broom that is invading the edges and overhanging eucalyptus. Verify the water source as it is suspected that this stand may have formed and may be supported artificially by leaky water/sewer lines. If this water source is confirmed, explore providing alternative water sources, from stormwater runoff, for example, as the aging infrastructure on YBI will be replaced.

###### **Map Unit 5: Management Prescription**

Map Unit 5 is dominated by northern coastal scrub that is relatively intact at its northern end but has been invaded by non-native grasses. This unit is too steep for access and the potential for restoration through removal of non-native grasses is low. Remove isolated eucalyptus adjacent to Treasure Island Road. Eradicate Australian fireweed that is just getting established on the north-facing slope. Preserve and protect Western gull nesting habitat below by fencing at top of slope. Fencing installation may not be feasible due to slope stability and vegetation considerations. If not, post with 'No access, sensitive wildlife area' and interpretive signage.

## VI. Management Zone Prescriptions

Part of Map Unit 5 includes a landslide that occurred in 1994. Northern coastal scrub dominates here. The landslide area should be repaired, cleared of weeds, and revegetated with native coastal scrub species. Outside of the landslide zone, several populations of dune gilia have been recorded; these should be preserved and enhanced.

### **Map Unit 6: Management Prescription**

The coast live oak woodland in Map Unit 6 is likely the most intact and diverse community within the HMP planning area. This should be a high priority for restoration and preservation efforts. Restoration will consist of removal of French broom, fennel, and acacia at the southern end and inland edge of the woodland and herbaceous weed control (primarily of veldt grass) within the woodland. Hand removal of invasive species will be required as this area supports a large population of fiesta flower, as well as stinging pelachia and Pacific pea. There is also a small population of the non-native invasive Australian fireweed in the coastal scrub on the bluffs just west of the woodland that is a high priority for hand removal in order to prevent further spread. Initial weed eradication and ongoing monitoring and maintenance would best be carried out as a stewardship project since a high level of expertise will be needed in such a sensitive area. Protect the woodland from informal trail building and provide an outstanding environmental education experience by designating a formal interpretive trail through the area if it can be done in a biologically sound manner. Otherwise continue to route trail along Treasure Island Road and restrict access into the woodland through site-appropriate fencing (e.g., wood split rail) and signage.

### **Map Unit 7: Management Prescription**

Map Unit 7 is a highly disturbed site dominated by ruderal species that are currently mowed. This site should be a priority for weed removal efforts because it is adjacent to Map Unit 6 and is currently, and may be retained as, a potential access point for the 'elfin forest' located there. Enhancement of this Map Unit would serve to help protect the adjacent high quality woodlands of Map Unit 6 and can be achieved through the removal of French broom, sweet fennel, Australian fireweed, herbaceous weed control, and dense revegetation with coastal scrub species to form a shrub canopy capable of suppressing non-native species over time. Map Unit 7 would be a prime area to route a 'bluffsides' trail through as it lies close to the road and is already highly disturbed. Siting a trail here would serve to protect the resources in Map Unit 6 by focusing pedestrian movement along the roadway.

### **West Bluff South**

#### **General Management Prescription**

Enhancement emphasis; restricted public access due to steep slopes.



### **Map Unit Habitat Management Prescriptions**

#### **Map Unit 8: Management Prescription (lies partially within West Bluff North)**

Northern coastal scrub dominates here. The area should be repaired, cleared of weeds, and revegetated with native coastal scrub species. Outside of the landslide zone, several populations of dune gilia have been recorded; these should be preserved and enhanced.

#### **Map Unit 9: Management Prescription**

Map Unit 9 is eucalyptus woodland with coastal scrub, annual grasses, and iceplant in the understory. Map and monitor dune gilia populations. Enhance occupied habitat for dune gilia and native scrub community by thinning eucalyptus to let in more light, clearing eucalyptus litter from the ground, and removing iceplant. Priority areas for enhancement should be those supporting dune gilia and stands of native scrub, then gradually expanding efforts outward from these areas. There is potential to establish a viewpoint with interpretive signage here at the west-bound on-ramp to the Bay Bridge.

## ***Southwest Slope***

### **General Management Prescription**

Enhancement emphasis; wildlife enhancement; public access



### **Map Unit Habitat Management Prescriptions**

#### ***Map Unit 13: Management Prescription***

Map Unit 13 stretches from the Redevelopment Area Management Zone to the Southwest Slope Management Zone and is dominated by eucalyptus woodland with French broom and annual grasses dominant in the understory. There are occasional areas dominated by creeping wildrye—one of these at the west end of the Unit and supports soap plant, Pacific pea, and coyote brush. Habitat in this Map Unit should be enhanced through thinning of eucalyptus and removal of French broom and revegetation with a mosaic of coastal scrub, coast live oak woodland, and native grassland species. The upper slopes should particularly be managed, in part, for butterfly habitat. Begin with converting areas that are already fairly open and/or that support creeping wildrye grassland and work outwards over time. Removal of scattered pampas grass and iceplant should be a high priority action. Thinning would be particularly easy in the area downslope from Map Unit 16, where there are a number of trees that were cut relatively recently and have resprouted. Further east, downslope from Map Unit 14 there are a number of eucalyptus that were topped and should be removed to retain the open character of that Map Unit.

A recreational trail is planned through Map Unit 13 and should incorporate existing road cuts and paved roads wherever feasible. This Unit would be ideal for establishment of picnic areas and viewpoints as well. Selective removal and thinning of eucalyptus would open up views of San Francisco in addition to enhancing habitat for native species.

#### ***Map Unit 15: Management Prescription***

Map Unit 15 consists of steep slopes rising above Treasure Island Road, dominated by French broom, eucalyptus, and iceplant, with some blackwood acacia. This will be the gateway to Treasure Island. In addition, the presence of invasive species upslope threatens the integrity of the coastal scrub community downslope in Map Units 5, 8 and 9. Enhance through eradication of all acacias and invasive shrubs, especially broom. Preserve existing toyon. Weed removal here will be challenging due to the steep slopes and may require a combination of hand removal techniques with follow up herbicide use. Revegetate with coastal scrub species to improve scenic value and expand this habitat type from the slopes below.

#### ***Map Unit 16: Management Prescription***

Map Unit 16 has obviously been cleared in the past and is currently dominated by non-native grass and other ruderal species, such as wild mustard, fennel, iceplant, and smaller Monterey cypress. This area should be enhanced through the removal of invasive species and re-establishment of coast live oak woodland to provide an expansion of this community type in close proximity to other similar Units (Map Units 19, 21, 30A, 31A, 63A and 64A), providing connectivity for the wildlife that use these woodlands, while maintaining views and reducing fire hazard. The western end of this Unit supports a creeping wildrye grassland that should be preserved and enhanced as well. Thin small eucalyptus downslope from this area, leaving enough to provide a windbreak until oaks are established. Re-establish coastal scrub and native grassland in open areas.

#### ***Map Unit 18: Management Prescription***

This is a relatively small patch of eucalyptus woodland that could be fairly easily eradicated if accessed from Treasure Island Road below. Removal of eucalyptus here would help preserve adjacent natural habitats and might improve views for residents above.

## VI. Management Zone Prescriptions

### **Map Unit 19: Management Prescription**

This is a coast live oak woodland with buckeye near the top of the slope above Treasure Island Road. As with all Map Units in proximity to developed areas, removal of ivy from oaks and other native vegetation should be a top priority. Eucalyptus on either side should be thinned, with any branches or trees overtopping oak canopies removed.

### **Map Unit 20: Management Prescription**

This is a small area of northern coastal scrub just upslope from Treasure Island Road and across from the oak woodland of Map Unit 6. Enhance through hand removal of herbaceous weeds, French broom, iceplant, and cotoneaster. This is an easily defensible site due to its small size and accessibility from the road. High native species diversity would be rapidly restored here with very little effort.

### **Clipper Cove West**

#### **General Management Prescription**

Enhancement and preservation emphasis; full public access

#### **Map Unit Habitat Management Prescriptions**



### **Map Unit 21: Management Prescription**

This is a small area of coast live oak woodland surrounded by eucalyptus on three sides and developed areas on the fourth. Enhance through removal of ivy from trees and vicinity and trimming or removing any overhanging eucalyptus branches or trees. Thin eucalyptus if needed to improve amount of light reaching the oaks.

### **Map Unit 22: Management Prescription**

Map Unit 22 consists of eucalyptus woodland. Preserve existing fiesta flower population by mapping and monitoring all existing plants and routing the trail to avoid them. Enhance fiesta flower populations in this Map Unit and in other suitable places on YBI through the propagation and outplanting of the species in appropriate habitat. Enhance through eucalyptus thinning by removal of small eucalyptus trees and eucalyptus litter and removal of fennel, iceplant, and English ivy. Time mowing to avoid wildflowers. This is a former cemetery site with cultural educational potential (see prescription for Map Unit 23).

Map Units 22, 23, and 27 provide a gateway to the developed areas on YBI. Existing open areas should be expanded through removal of non-native trees and revegetated with coastal prairie or coastal scrub species to present a mosaic of the natural plant communities that occur on the Island. Over time, eucalyptus and Monterey pine and cypress should be removed and replaced with native trees and large shrubs such as coast live oak, buckeye, and toyon.

### **Map Unit 23: Management Prescription**

Map Unit 23 is a stand of very old California buckeye trees, with perhaps the largest buckeye on YBI. Preserve and protect tree trunks and roots within the trees' driplines from irrigation. This is also an area of potential cultural interest as it is the entrance to a former cemetery site. Develop a path into the cemetery site and interpretive signage relating to the cemetery and the habitat values and functions of the California buckeye (i.e., it is a nectar plant for the pipevine swallowtail and other butterflies). Eradicate the ivy to prevent the need for ongoing removal from the buckeye trees.

### **Map Unit 24: Management Prescription**

This area is currently a small park with turfgrass and picnic tables, with Monterey cypress and eucalyptus as an overstory. Maintain or replace the specimen trees in the area east of the picnic tables. Stairs lead from this area to the Clipper Cove beach below. Maintain as a park and ensure continued beach access. Perform regular hazard assessments of mature trees and remove as necessary to protect recreational users. Replace with native trees over time. The areas to either side of the entry, that are currently rocky, should be planted using a climate-appropriate plant palette.

### **Map Unit 25: Management Prescription**

Map Unit 25 is a narrow strip of land between Treasure Island Road and the riprapped shoreline of the Clipper Cove Marina. Currently planted in iceplant and overrun with fennel and non-native grasses, this Map Unit lies at the gates of Treasure Island. Enhance through removal of fennel and iceplant and revegetate with coastal scrub species or another climate-appropriate plant palette. Existing population of blue dicks should be mapped and retained in place or relocated to other suitable habitat. Disturbing the bulbs by digging will rejuvenate the population by increasing the number of bulbs present.<sup>18</sup> If non-native species are used in the revegetation plant palette, they should provide habitat values, such as fruit, nectar, or cover, for native wildlife.

### **Map Unit 26: Management Prescription**

This is a narrow strip of high marsh along the upslope edge of Clipper Cove beach and the only representation of this community on the YBI. Species present include pickleweed, alkali heath, fleshy jaumea, silver bur ragweed, salt grass, grindelia, and other back beach and high marsh species. The site has been the focus of stewardship activities, resulting in removal of French broom and iceplant, which has allowed the natives here to re-establish on the beach. Preserve and protect this unique resource from recreational uses through fencing and/or interpretive signage. Enhance through continued monitoring and weed control, with a focus on perennial pepperweed.

### **Map Unit 27: Management Prescription**

Map Unit 27 is dominated by coast live oak woodland, with toyon and blue elderberry on either side of the stairs leading down to the cove. Enhance through eradication of Monterey pines, butterfly bush, French broom, sticky eupatorium, and other ornamentals where feasible. Removal of pampas grass should be a high priority action here. Begin at Macalla Road and edge shared with Map Unit 24 and work inward as feasible. Enhance grassland on Macalla Road through seeding with coastal prairie species and schedule timing of mowing to favor native grasses and wildflowers. Many very large toyon occur along the north-facing slopes of YBI above Clipper Cove, beginning here and scattered through Map Units 29, 33, 43, and 46. These should be mapped and, at a minimum, preserved through ivy removal and removal of non-native trees that threaten the toyon through shading or have potential to damage them from limbs dropping or from tree fall.

### **Map Unit 28: Management Prescription**

Central coast riparian scrub is dominant here. Enhance through designation and construction of a formal trail engineered to minimize erosion and the need for ongoing maintenance. Eradicate sticky eupatorium and other weeds that are present in the understory.

<sup>18</sup> Many bulbiferous plants reproduce vegetatively by forming small bulbets that remain attached to the 'mother' bulb in the absence of disturbance. Bulbet growth, flowering, and reproduction are inhibited until the mother bulb dies or until some sort of disturbance is introduced. Digging serves to break the bulbets off the main bulb and also to spread them throughout an area, where each bulbet can now mature, flower, and reproduce.



## VI. Management Zone Prescriptions

### ***Central Clipper Cove***

#### **General Management Prescription**

Enhancement emphasis; restricted public access

#### **Map Unit Habitat Management Prescriptions**

##### ***Map Unit 29: Management Prescription***

Map Unit 29 is dominated by eucalyptus woodland, with poison oak prevalent in the understory. Remove eucalyptus along Macalla Road as they are easily accessible. Enhance through eradication and selective removal of eucalyptus competing with oak and toyon. Map large toyon and protect toyon and oak through ivy removal. Discourage informal trails through establishment of a formal trail at the top of the slope near Macalla Road. Consider establishment of a pedestrian viewpoint over Clipper Cove and Treasure Island here, along one of the old, existing terraces near the top of the old staircase.

##### ***Map Unit 33: Management Prescription***

Map Unit 33 consists of coast live oak woodland and supports some very large specimens of toyon and dense stands of native swordfern. Enhance through removal of French broom, which should be a high priority action, and butterfly bush. Remove ivy from oaks where present and remove eucalyptus stand along Macalla Road at the top of this Unit.

##### ***Map Unit 34: Management Prescription***

Map Unit 34 consists of relatively intact northern coastal scrub with a low threat of weed invasion, making management efforts here low priority, particularly if French broom is removed in Map Unit 33 upslope. Enhancement through weed eradication would be desirable here, especially because there are few weeds at present, but may not be cost-effective due to the steep terrain and deep, loose Colma Formation sand deposits, which make the Unit basically inaccessible.

##### ***Map Unit 35: Management Prescription***

Map Unit 35 is comprised of central coast riparian scrub dominated by arroyo willow. The upslope edge is being invaded by Himalayan blackberry. Enhancement through weed eradication would be desirable but may not be cost-effective due to the difficult terrain and lack of access.

### ***Clipper Cove East***

#### **General Management Prescription**

Enhancement emphasis; full access on interpretive trails; wildlife protection areas

#### **Map Unit Habitat Management Prescriptions**

##### ***Map Unit 38: Management Prescription***

Map Unit 38 consists of steep slopes covered with coast live oak woodland/ eucalyptus woodland. Much of this Unit is very difficult terrain where most enhancement efforts would be difficult and might do more harm than good. A portion of this Map Unit falls within an area subject to possible future development. In areas of this site not developed, top priority efforts should be removal of eucalyptus and ivy encroaching on oaks. Initial focus of tree removal should be the easily accessible eucalyptus along Macalla Road and North Gate Drive. Another top priority here is to address erosion resulting from drain outlets from Macalla Road and housing upslope which has created gullies running down the slope.



### **Map Unit 39: Management Prescription**

This is a fairly small area of Valley wildrye grassland that will be difficult to defend due to its inaccessibility. Preserve and monitor, and if feasible, enhance through removal of surrounding eucalyptus that shade site. May be a good source of seed for revegetation projects elsewhere on YBI.

### **Map Unit 40: Management Prescription**

Map Unit 40 is a small area of northern coastal scrub. Due to its inaccessibility, there is little that can be done here except to restore the area through selective weeding. Control of Canary Island marguerite should be a priority.

### **Map Unit 41: Management Prescription**

Map Unit 41 consists of eucalyptus woodland. At a minimum remove invasive species from the understory and prune lower limbs to 10-15 feet above grade to reduce fire hazard. This Unit is easily accessible from North Gate Road and also from the SOQHD below and the eucalyptus could be eradicated fairly easily. Replace with California buckeye and oak woodland understory species.

### **Map Unit 42: Management Prescription**

Map Unit 42 is coast live oak woodland/ eucalyptus woodland just up slope from the Senior Officers' Quarters Historic District. Enhance through selective thinning of ornamental trees and shrubs and clear understory of ivy. Priority focus should be removal of eucalyptus overhanging or otherwise threatening coast live oak and removal of ivy from oaks and other native shrubs. Revegetate with oak woodland understory species.

### **Map Unit 43: Management Prescription**

Map Unit 43 consists of steep slopes below North Gate Drive, with eucalyptus lining the road and northern coastal scrub below. Remove eucalyptus along the road. Further weed eradication on lower slopes would be desirable but may not be cost-effective. If feasible, enhance coastal scrub through removal of Canary Island marguerite and red valerian. Development of recreational trail should be compatible with nesting habitat for western gull.

## **New Bridge**

### **General Management Prescription**

Enhancement emphasis.



### **Map Unit Habitat Management Prescriptions**

### **Map Unit 45: Management Prescription**

Bay Bridge construction has effectively eliminated much of Map Unit 45 for potential habitat management uses in the short-term. This area could be used for stockpiling woodchips resulting from tree-removal throughout YBI. In the long-term, if funding allows, this area could be revegetated in coastal, scrub, coastal prairie, or could be a site for created wetlands to treat stormwater runoff from developed areas.

### **Map Unit 46: Management Prescription**

Map Unit 46 consists of steep slopes below North Gate Drive and to the north of the Bay Bridge, with eucalyptus lining the road and the top of the slope and northern coastal scrub below. Remove eucalyptus along the road. Further weed eradication on lower slopes would be desirable but may not be cost effective. If feasible, enhance coastal scrub through removal of Canary Island marguerite and red valerian. Work will not be able to proceed here until completion of the Bay Bridge construction and is therefore a low priority.



## VI. Management Zone Prescriptions

### **Redevelopment Area**

#### **General Management Recommendations**

Future development on YBI is proposed in proximity to areas of Existing Development, identified as Map Units 17A, 37A and 45A. However, site grading for new construction that includes infrastructure, stormwater management BMPs, roads, bikeways and park improvements, extends beyond the Existing Development footprint in some instances. The boundary of the anticipated extent of site disturbance is illustrated on the Management Zones Map and identified as Redevelopment Area Management Zone. In general, actions in these areas will be guided by other documents, such as the Design for Development Guidelines, the TI EIR, and HOA standards and guidelines for landscaping. Polygons within the Redevelopment Area can be subject to site modification. All polygons that are included within the area are identified with a Map Unit number and an 'A'. While these Map Units are prioritized for Redevelopment Plans, the general management recommendation is to protect and preserve existing resources and polygon specific management recommendations are presented below.



#### **Map Units 17A, 37A, 45A: Management Recommendations**

No HMP actions are being proposed for the areas that are included within the existing development Map Units, but the HMP does make recommendations for these Map Units for future consideration. Habitat in these areas consists overwhelmingly of landscaping made up primarily of non-native, horticultural species. Although there are small remnants of native vegetation, on road cuts, for example, and there are some large oaks and toyon, these areas are generally too small to be "managed" as habitat.

A high priority action will be to map and preserve, if feasible, native trees, shrubs, and herbaceous species throughout these areas. Protect existing native trees to the extent feasible during redevelopment. Any EIR-prescribed mitigations for this area will also need to be followed. Another high priority action will be to remove ivy from native trees and shrubs as well as where it is threatening populations of native herbaceous species. Other invasive species should be mapped and marked for removal. Planting palettes for future landscaping plantings should avoid use of invasive species and known SOD host plants. Planting palettes should include use of native and other species that provide habitat values (e.g., food, cover) for a variety of wildlife, including bees, dragonflies, butterflies, and other insects, as well as birds, particularly when located adjacent to natural areas. Wildlife friendly landscaping can provide pockets of habitat to help wildlife move through developed areas and connect with larger natural areas.

The Great Whites and historic landscaping in Map Unit 45A are to be retained as an historic district.

#### **Map Unit 13A: Management Recommendations**

Map Unit 13A consists of the upper slopes of the Southwest Slope Management Zone and is dominated by eucalyptus woodland with French broom and annual grasses dominant in the understory. There are occasional areas dominated by creeping wildrye—one of these at the west end of the Map Unit and supports soap plant, Pacific pea, and coyote brush. Areas of this Map Unit not developed can be enhanced through thinning of eucalyptus and removal of French broom and revegetation with a mosaic of coastal scrub, coast live oak woodland, and native grassland species. These upper slopes should particularly be managed, in part, for butterfly habitat. Begin with converting areas that are already fairly open and/or that support creeping wildrye grassland and work outwards over time. Removal of scattered pampas grass and iceplant should be a high priority action.

#### **Map Unit 14A: Management Recommendations**

Map Unit 14A consists of ruderal and landscape species, annual grasses and Monterey cypress, specifically. This a small,

discrete Unit and if undeveloped would be easily enhanced through removal of non-natives and re-establishment of coastal terrace prairie, creeping wildrye grassland, or coastal scrub species. Due to its upper slope location, this would be a good location for butterfly habitat creation. Due to its easy access, gentle slope, and discrete size, this Unit could serve as a pilot project and should therefore be a top priority for management activities.

### ***Map Unit 15A: Management Recommendations***

Map Unit 15A consists of steep slopes dominated by French broom, eucalyptus, and iceplant, with some blackwood acacia. Areas of this site not developed can be enhanced through eradication of all acacias and invasive shrubs, especially broom. Preserve existing toyon. Weed removal here will be challenging due to the steep slopes and may require a combination of hand removal techniques with follow up herbicide use. Revegetate with coastal scrub species to improve scenic value and expand this habitat type from the slopes below.

### ***Map Unit 16A: Management Recommendations***

Map Unit 16A has obviously been cleared in the past and is currently dominated by non-native grass and other ruderal species, such as wild mustard, fennel, iceplant, and smaller Monterey cypress. Areas of this site not developed can be enhanced through the removal of invasive species and re-establishment of coast live oak woodland to provide an expansion of this community type in close proximity to other similar Units (Map Units 19, 21, 30A, and 31A), providing connectivity for the wildlife that use these woodlands, while maintaining views and reducing fire hazard. The western end of this unit supports a creeping wildrye grassland that can be preserved and enhanced as well. Thin small eucalyptus downslope from this area, leaving enough to provide a windbreak until oaks are established. Re-establish coastal scrub and native grassland in open areas.

### ***Map Unit 18A: Management Recommendations***

This is a relatively small patch of eucalyptus woodland that could be fairly easily eradicated along with Map Unit 18, if accessed from Treasure Island Road below. Removal of eucalyptus here would help preserve adjacent natural habitats and might improve views for residents above.

### ***Map Unit 22A: Management Recommendations***

Map Unit 22A consists of eucalyptus woodland. In areas of this site not developed, the fiesta flower population should be preserved by mapping and monitoring all existing plants. Enhance fiesta flower populations in this Map Unit and in other suitable places on YBI through the propagation and outplanting of the species in appropriate habitat. Enhance through eucalyptus thinning by removal of small eucalyptus trees and eucalyptus litter and removal of fennel, iceplant, and English ivy. Time mowing to avoid wildflowers. This is a former cemetery site with cultural educational potential (see prescription for Map Unit 23).

### ***Map Units 30A and 31A: Management Recommendations***

These Map Units are two small areas of coast live oak woodland that support Dutchman's pipevine and blue elderberry. They are also invaded by fennel and English ivy. Stewardship efforts have taken place here in the past, with ivy removed from many of the oaks. Because they are easily accessible these areas should be a continued focus for stewardship and, once weeds are under control, for a pilot revegetation project re-establishing oak woodland understory. In areas of these sites not developed, enhance understory through weed removal. Protect remaining Dutchman's pipevine and manage for pipevine swallowtail butterfly by planting nectar plants nearby.

### ***Map Unit 32A: Management Recommendations***

Map Unit 32A includes the landscaped grounds of several houses as well as a landscaped park with a playground and turf grass and is dominated by ornamental trees, such as Lombardy poplar and acacia, eucalyptus and coast live oak. This Map Unit falls within an area subject to possible future development, including improved park land. If

## VI. Management Zone Prescriptions

any of this area is to be retained as is, then all acacia should be removed and ivy should be removed from the oaks. Ivy should be replaced with non-invasive groundcover. Eucalyptus should be assessed for hazard potential, removed over time as appropriate, and replaced by native or other landscape appropriate trees and/or shrubs.

### ***Map Unit 33A and 38A: Management Recommendations***

While portions of these Map Units have the habitat attributes of Map Units 33 and 38, much of this area includes the landscape grounds of Building 62 and may be redeveloped in the future.

### ***Map Unit 36A: Management Recommendations***

Map Unit 36A consists of a mosaic of coast live oak woodland/ eucalyptus woodland, with Monterey pine and cypress scattered throughout. The understory here is dominated by ivy but there are also many young toyon and mature California hazelnut and blue elderberry trees persisting here as well. Native trees and shrubs should be preserved in this map unit whenever possible. If they cannot be preserved then consideration should be given to translocating them to areas that will remain as open space. In areas of this site not developed, enhance habitat through selective thinning of ornamental trees and shrubs, and clearing ivy from the understory, starting with ivy that is in and around oaks and native shrubs. Prioritize non-native tree removal based on level of threat to existing coast live oak, toyon, and public safety. There is at least one population of maidenhair vine present here as well that should be a top priority for removal.

### ***Map Unit 42A: Management Recommendations***

Map Unit 42A is coast live oak woodland/ eucalyptus woodland just up slope from the Great Whites historic gardens and Officer's quarters. In areas of the site not developed, enhance through selective thinning of ornamental trees and shrubs and clear understory of ivy. Priority focus should be removal of eucalyptus overhanging or otherwise threatening coast live oak and removal of ivy from oaks and other native shrubs. Revegetate with oak woodland understory species.

### ***Map Unit 44A: Management Recommendations***

This eucalyptus woodland can be retained as part of the Senior Officers' Quarters Historic District. Regular hazard assessments for the eucalyptus should be performed here according to the BMPs in Section III and trees should be removed as appropriate to protect the historic resources.

### ***Map Units 63A and 64A: Management Recommendations***

These are two small areas of coast live oak woodland, invaded by English ivy. Because they are easily accessible these areas should be a focus for stewardship. In areas of these sites not developed, enhance the understory through weed removal. Map Unit 64A will fall within improved park land. If any of this habitat is retained then all ivy should be removed from the oaks and surrounding ground and new planting should consist of non-invasive species.

## ***Caltrans Right of Way***

### **General Management Recommendations**

Management Prescriptions within the Caltrans right of way (ROW) cannot be made by the Habitat Management Plan. However, many of the Map Units that fall within the Caltrans ROW have geographic and ecological relationships to adjacent associated Map Units. Polygons within the Caltrans ROW can be subject to site modification. All polygons that are included within the area are identified with a Map Unit number and an 'C'. While these Map Units are subject to Caltrans development plans, the general management recommendation is to protect and preserve existing resources. Map Unit specific management recommendations are presented below.

***Map Units 9C, 13C, 36C, 41C, 42C: Management Recommendations***

If allowed by Caltrans in the future, management recommendations for these areas should follow the adjacent Map Unit Prescriptions listed above. For example, Map Unit 41C will follow the prescription for Map Unit 41.

***Map Unit 47C: Management Recommendations***

Map Unit 47 consists of highly disturbed northern coastal scrub with limited enhancement possibilities. Part of this Unit will be shaded by the new Bay Bridge and work will not be possible here until completion of bridge construction. At that time enhance through removal of red valerian and other weeds.

## Part II : Implementation Plan

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## I. Overview of Part II: Implementation Plan

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Part I of the Habitat Management Plan for Yerba Buena Island laid out habitat management concepts and the principles of the larger Treasure Island development as a whole, from which the goals and objectives of the Habitat Management Plan were drawn. Additional sections explored the existing conditions on the Island and public expectations, and considered the least disruptive approaches (Best Management Practices) to restoring natural habitats. Lastly, the area was divided into "Management Zones," within which each "Map Unit" was assigned a prescription – a series of recommended actions – to attain a desired future condition and meet the goals and objectives of the Plan.

HMP Part II takes the process several steps further, to make the actual implementation of the Plan an orderly and logical process, and to describe how improved habitat condition can be sustained indefinitely.

Section II, *Approach to Implementation*, describes TIDA's intended approach to implementing the HMP over time.

Section III, *Management Plan Priorities* provides direction on which prescriptions should be carried out first, and why, and also suggests optional projects not identified in the Plan or priority lists, which might be appropriate at some future time.

Lastly, Section IV, *Long-term Monitoring and Maintenance*, outlines a process for periodically assessing the success of management actions in a manner that is replicable and quantifiable, as well as approaches to rectifying problems identified during the first five years of HMP implementation.



## II. Approach to Implementation

The HMP presented in Part I describes a long term vision and goals for the natural habitat areas of YBI. Part 1 also articulates a set of strategies recommendations and best management practices, together a "framework" for achieving those goals. The entity responsible for implementing the HMP, and setting the pace and priorities along the way, is TIDA, who is the long-term owner of the habitat management areas and future trustee of the areas that will be brought into the Trust. The underlying assumption of the HMP is that TIDA will implement these recommendations over a long period of time, as funding and resources are sought and become available.

This HMP is proposed as part of the Treasure Island / Yerba Buena Island Redevelopment Plan, so no implementation of the HMP can occur until it is approved. In the interim, it is recommended that TIDA work with non-profit organizations and volunteers, using any grant funding, fine revenues or donations, to continue the implementation of the highest-priority recommendations that can be carried out by volunteers or for which adequate funding is in place. No stewardship projects shall be permitted unless consistent with the HMP. If the Redevelopment Plan is approved, the post approval HMP implementation would occur in two phases, one in the short term and the second over the long term.

The initial development phase would include specific habitat management efforts carried out by TIDC, as part of the master development of the Island. This would likely include efforts associated with site preparation and infrastructure improvements in areas adjacent to the proposed development parcels and/or public rights-of-way. In addition, the Redevelopment budget for the Redevelopment Plan includes funding that could be used, at the discretion of TIDA, either to complete additional habitat management projects on YBI, and/or as seed money to found a parks and open space conservancy organization that would, in part, help to coordinate and manage the implementation of the HMP over the long term. Ideally, the initial funding would also allow for the most pressing restoration, enhancement and preservation efforts to be implemented by a professional restoration contractor, as identified in Section III, Management Plan Priorities. Regardless of which entity implements individual projects, all HMP efforts should be coordinated closely with development activities and phasing to ensure people on the Island are not working at cross purposes, and that money used for HMP implementation is used as effectively and efficiently as possible.

The second phase would include the gradual implementation of the remaining recommended priority actions over time. While priorities may change over time, Section III of this Part II sets forth proposed criteria for prioritizing habitat management actions and identifies initial priorities. The pace for phase 2 implementation efforts will be set by the availability of funding, the urgency of individual projects, and timing/phasing of development projects (including work by Caltrans) that might interfere with longer-term HMP efforts. TIDA will be responsible for securing and allocating ongoing resources associated with overseeing the implementation.

Although ultimate responsibility for overseeing the implementation of the HMP rests with TIDA, TIDA may during the life of the Redevelopment project, choose to establish a parks and open space conservancy organization, which in turn could establish advisory groups and/or stewardship programs that would coordinate with TIDA on HMP implementation. Such an organization could help to coordinate both professional efforts and volunteer activities, secure and effectively guide funding for implementation of the Plan. Any money, and other appropriate resources and activities invested in implementation of the plan should be leveraged by the management entity and stewardship groups as a catalyst for additional and ongoing implementation of Habitat Management Plan prescriptions.

### III. Management Plan Priorities

This Section of Part II of the HMP identifies criteria for prioritizing specific prescriptions for Management Zones and Map Units. The criteria consider both biological resources and managerial considerations and are derived from existing ecological conditions on YBI, as well as the management goals, objectives, and recommended management actions set forth in Part I of this document.

Through the identification of criteria with which to assess the various prescriptions and actions proposed in the HMP, this section also provides a framework for prioritizing future work within the various Habitat Management Zones and Map Units as opportunities, resources and funding become available. Finally, several top-priority actions that are considered particularly important from an ecological standpoint are identified and preliminary overall priorities are assigned to Management Zones and Map Units.

Both Part I of this HMP and this Part II (Implementation Plan) are intended to be living documents and it is expected that criteria will continue to be added or refined and that priorities will change over time. Section V of Part II, *Long-Term Monitoring and Maintenance*, provides a discussion of how the outputs and analysis of various monitoring and maintenance programs will provide the basis for an adaptive management strategy. Specific timelines, work plans and budgets will need to be developed as priorities change in the future, and are thus beyond the scope of this Plan.

#### A. Prioritization Framework

Prioritization defines the order in which actions and projects will be implemented. It is an important step in guiding any action or management plan, identifying necessary resources, and defining the need for potential partners. Approaches to prioritizing projects often include a quantitative or semi-quantitative ranking protocol for each potential site, or in this case, possibly for each Management Zone or Map Unit, based on established selection parameters. However, in the interest of flexibility, the approach we use here is to simply categorize actions and management prescriptions for the various habitat units as low, medium, or high priority based primarily on a qualitative synthesis of existing habitat values and implementation feasibility.

The first step in establishing a prioritization strategy is the selection of appropriate criteria, which can then used as a filter to prioritize a set of management actions, the order in which habitat management areas are treated, or specific projects within the Map Units. Overarching criteria categories for YBI include:

- *Environmental benefits:* Ecologically-based criteria include increased habitat diversity, increased habitat complexity, provision of habitat for wildlife, and increases in habitat for special-status species. These are benefits that might improve the overall function of natural areas on YBI.
- *Public support:* Community acceptance criteria measures whether a project can be implemented or maintained by volunteers, will align with community goals, or will provide educational opportunities.
- *Implementation feasibility:* These criteria provide a measure of the practicality of the project. Feasibility considerations include implementation costs, availability of potential funding, number of stakeholders, ease of access, ease of maintenance, potential conflicts with redevelopment goals or the goals of other HMP actions. These considerations are crucial in determining whether a project can be undertaken.

#### B. Prioritization Criteria

The recommended prioritization criteria presented below are based on the goals and strategies of the HMP, existing ecological conditions on YBI, and the known threats to ecological integrity present throughout YBI. Also considered are public involvement and safety concerns and project feasibility. As noted above, these are preliminary and based on the best available information on YBI's existing natural resources. The prioritization process is often conducted by a group of interested stakeholders from the community and resource experts who develop a list of criteria that all agree are important to a project or plan's goals and objectives. Stakeholder involvement can assist in developing public support and can also assist in identifying potential project partners. Monitoring data should be used to determine implementation success and adaptive management should provide the basis for modifying existing criteria and selecting new criteria as needed.

### III. Management Plan Priorities

#### Existing Conditions:

- *Special-status plants present* - The presence of special-status plants is considered beneficial and is generally indicative of a relatively intact plant community.
- *Special-status wildlife present* - The presence of special-status wildlife is considered beneficial and is often an indicator that an ecosystem is relatively intact.
- *Level of habitat type/habitat structural diversity* - Areas with a diversity of habitat types and habitat structure support a greater diversity of species.
- *Native species (both plants and wildlife) diversity* - Native species diversity is an indicator of a relatively healthy system.
- *Invasive species present and/or dominant* - The presence, and especially the dominance, of invasives often interferes with ecosystem processes and functions by displacing native species.
- *Dominance of native vs non-native vegetation* - Dominance of native vegetation indicates a healthy plant community.
- *Levels of habitat fragmentation* - Greater levels of habitat fragmentation tend to result in lower levels of biodiversity as species' movement and dispersal are often inhibited by roads, fencing, and other types of development.

#### Preservation/Restoration/Enhancement Potential:

- *Action/prescription preserves existing sensitive resources*
- *Action/prescription creates and expands existing habitat types*
- *Action/prescription enhances wildlife habitat values*
- *Action/prescription improves habitat connectivity*
- *Action/prescription reduces existing threats to sensitive resources (e.g., invasive plant removal, social trail removal)*
- *Action/prescription controls/eliminates erosion sources*
- *Action/prescription increases potential for self sustaining system*

#### Public Involvement and Support Criteria:

- *Prior/existing stewardship activities carried out*
- *Action/prescription increases opportunities for public involvement*
- *Action/prescription improves recreational experience and opportunities (e.g., creating viewsheds, interpretive opportunities, trail and circulation improvements, picnic areas)*
- *Action/prescription increases user/occupant safety (e.g., hazard tree removal, reduced fire risk, improved trail conditions)*

#### Implementation Feasibility Criteria:

- *Degree of degradation/habitat conversion* - less degraded environments and sites with more intact habitat will be a priority for preservation, enhancement and restoration.

- *Site accessibility - easy accessibility to the site affords easier and affordable HMP prescription and recommendation implementation and is considered beneficial.*
- *Follow-up monitoring and maintenance level of effort - ease of operations and maintenance monitoring will inform prioritization. For example, the less complex HMP prescription implemented on a more accessible site would elevate the implementation priority status of the site.*
- *Implementation costs - a benefit to cost ratio will inform implementation priority status.*
- *Potential for partnerships/funding (e.g., joint projects with non-profits, grant funding, etc.) - more potential for funding, resource sharing and partner opportunities would elevate the implementation priority status of the site.*
- *Potential for conflict with redevelopment goals or the goals of other HMP actions/prescriptions - less potential for conflict with redevelopment goals increases implementation priority status of the site.*
- *Complements redevelopment goals (e.g., invasive species management and revegetation of 'gateway' areas along Treasure Island Drive) - In general, more potential for complementing redevelopment goals increases implementation priority status of the site.*

### C. Recommended Priority Actions

The following actions are prescribed across Management Zones and Map Units and should be considered high priority for implementation regardless of the overall priorities assigned to individual Zones or Map Units.

- *GIS mapping of special-status plant populations, large toyon, oaks, and buckeye, unusual communities, and invasive plant species to increase baseline knowledge of YBI's natural resources. Mapping and continued inventory will continue to provide valuable information that can be applied towards future prioritization efforts.*
- *Removal of ivy from oaks, toyon, and other native trees and shrubs throughout YBI.*
- *Removal of non-native species that are directly competing with special-status plants or high value habitat, or that left unaddressed, would invade adjacent high value habitat.*
- *Eradication of newly establishing invasive species (those confined to one or several locations and/or that occur in small populations).*
- *Removal of informal trails and establishment of clearly delineated trails with fencing to allow but control access to the Island's landscape.*

### III. Management Plan Priorities

#### D. Preliminary Management Zone Prioritization

As described in Section IV of the HMP, each Management Zone has an overarching management prescription that captures the general intention for that zone. A preliminary prioritization for each Management Zone is presented here and is based on a consideration of the criteria established in the previous section relative to the general management prescriptions and Map Unit prescriptions within each zone.

##### *West Bluff North: High Priority*

Most of this Zone contains relatively intact communities with high native diversity. Map Unit 1 is in a 'gateway location'. Threats are relatively low and consist of generally small populations of invasive species and limited extent social trails. Access is relatively easy for all proposed actions. Non-native trees are widely scattered and located adjacent to the road, and could be removed easily.

##### *West Bluff South: Low Priority*

The parts of this Zone that are most easily accessible are heavily invaded by eucalyptus, broom, and other invasive species. Cost to eradicate and control will be relatively high and slopes are steep. Although the overall priority is low here, an important high priority action will be to map and monitor the dune gilia populations present in Map Unit 9. Priority areas for enhancement in this Map Unit should be centered on the dune gilia populations. Once these areas are cleared of invasive plants, enhancement areas should move outwards over time as funding is available.

##### *Southwest Slope: High Priority*

Much of the Southwest Slope is heavily invaded by eucalyptus, French broom, ivy, and other invasives and will require a great deal of effort and money to implement, which might suggest only a moderate priority. Although there is great potential here for habitat enhancement, such efforts will likely need to be phased and implemented over a long-term time frame. This Zone will be easily accessible from redevelopment areas and is proposed for recreational trails and, perhaps, establishment of picnic areas and viewpoints. Additionally, the lower slopes are directly above Treasure Island Drive and form part of the gateway to the island. These factors, in addition to the potential for establishment of a mosaic of native communities, including high quality butterfly habitat on the upper slopes, raise the priority level of this Management Zone based on ecological, as well as social and redevelopment criteria.

##### *Clipper Cove West: High Priority*

Clipper Cove West is designated high priority for the following reasons: several Map Units support special-status plants and/or unique communities; much of this Zone is easily accessible; previous stewardship efforts have been carried out here so there is likely already a high level of public support for continuing enhancement efforts; there is already high recreational use at the beach and a picnic area available; there are several good educational and interpretive opportunities here; and, finally, several Map Units are part of the 'gateway' to Treasure Island as well as to redeveloped areas on YBI.

##### *Central Clipper Cove: Low Priority*

Much of this Management Zone is difficult to access and, although weed removal would be desirable in the lower Map Units, they are relatively free of invasives and basically inaccessible. Enhancement efforts should focus on the upper slopes, where removal of eucalyptus along Macalla Road would be relatively easy. High priority actions identified in the previous section should be carried out here, with a particular emphasis on mapping and protecting the large toyon that occur along the slope in this Zone.

##### *Clipper Cove East: Low Priority*

Similar to Central Clipper Cove, the Map Units in this Zone above Clipper Cove are very steep and there is little work that can be done here due to their inaccessibility. Mapping and preservation of the wildrye grassland that comprise Map Unit 39, mapping and protection of large oaks through ivy removal, and mapping and protection of western gull nesting habitat in Map Unit 43 should be high priority actions in this zone.

### *New Bridge: Low Priority*

Work will not be able to proceed in the New Bridge Management Zone until Bay Bridge construction is completed. Therefore, this Zone has been assigned a low priority.

### *Redevelopment Area:*

Although no HMP prescriptions are proposed for these areas, it is recommended that the Priority Actions recommended above be implemented here. It is particularly important to map and protect existing sensitive resources in these areas prior to redevelopment. The Design for Development will control and provide standards and guidelines for site assessment and protection of existing trees and vegetation when feasible.

## **E. Preliminary Map Unit Prioritization**

Although the Management Zones were formed by aggregating Map Units with similar ecological characteristics and experiencing similar threat types and levels, this does not mean that all Map Units within a given zone will have the same priority level for prescription implementation as the overarching Zone priority. However, Map Unit priorities should be ranked according to the Zone priority. In other words, high priority Map Units belonging to a high priority Zone would be ranked higher than high priority Map Units belonging to a moderate priority Zone, and so on.

In general, the highest priority Map Units will be those that support special-status species or preserve sensitive or unique communities, and particularly those that are easily accessible and/or would require lower levels of funding to complete the management prescription. Map Units designated as high priority for prescription implementation include the following: 1, 4, 6, 7, 15, 16, 19, 20, 21, 23, 24, 25, and 26.

Moderate priority Map Units will be those that may support remnants of native communities and require enhancement, primarily through removal of non-native vegetation. These Map Units also tend to be well situated for recreational uses under the Redevelopment Plan and are generally easily accessible. Map Units designated as moderate priority for prescription implementation include the following: 2, 13, 18, 22, 27, 28, 29, 33, 41, and 42.

Low priority Map Units include those that may be severely compromised by invasive plant species, are difficult to access, are not currently available for enhancement, and would likely have a poor cost-benefit ratio. Map Units designated as low priority for prescription implementation include the following: 8, 34, 35, 38, 39, 40, 43, and 46.

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## IV. Long-term Monitoring and Maintenance

The components of the monitoring and maintenance plan are discussed below in general terms. As mentioned in Part I, Section VI, *Management Zone Prescriptions*, detailed site specific plans (e.g. restoration planting quantities, placement, and irrigation design) are beyond the scope of this document, which means that the methods and frequency of monitoring and maintenance will likely vary between sites based on site specific characteristics that are not identified here. Monitoring and maintenance are also, in essence, meant to inform the ongoing planning and implementation of the HMP and to support a process of adaptive management that allows management to change aspects of implementation, monitoring, and maintenance in ways that will allow the project to be more successful.

### A. Roles and Responsibilities

A restoration specialist, as described in Part I, Section V, *Best Management Practices*, should be responsible for overseeing the implementation of management actions as well as long-term monitoring and maintenance of the various actions. The restoration specialist will work in coordination with TIDA and the Treasure Island Community Development LLC to implement management actions and conduct monitoring and maintenance according to this Plan and their professional expertise.

### B. Success Criteria

Four categories comprise the majority of the actions proposed in this HMP. They are: eucalyptus removal, invasive species removal, and restoration planting of herbaceous perennial (valley ryegrass grassland, and coastal terrace prairie), and woody perennial (coast live oak woodland, and coastal scrub) vegetation communities. Success criteria are provided individually for each of these four groups because of the distinct characteristics of each type of management action.

#### *Eucalyptus Removal*

Eucalyptus removal is proposed for Map Units 2, 3, 4, 5, 9, 13, 18, 19, 21, 22, 29, 38, 36A, 41, 42, 43, and 46. A strategy for removal is presented in Part I, Section V, *Best Management Practices*, and focuses on selective thinning of trees and lower branches and reduction of litter. Eucalyptus removal will be deemed successful if:

Year 1<sup>1</sup> - total number of trees that have been removed or selectively thinned show less than 10 percent overall resprouting.

Years 2 through 10- trees that have been removed or selectively thinned show less than 15 percent overall resprouting, and litter cover has not appreciated greatly.

#### *Invasive Species Removal*

Removal of invasive species is proposed for nearly all Map Units, with very few exceptions. Removal methods will vary from site to site based on the species being removed, site conditions, and the characteristics of the population. The restoration specialist will determine the removal methods as well as the monitoring schedule and combination of monitoring methods. However, the invasive species removal actions will be deemed successful if:

Year 1- post-treatment percent cover of target species is less than 5 percent (living material).

Years 2 through 5- total cover of target species is less than 10 percent. Native plant species should be increasing incrementally each year; if not, restoration planting or additional action should be recommended.

<sup>1</sup> Year 1 refers to monitoring that occurs approximately 12 months following completion of the management action.

## IV. Long-term Monitoring and Maintenance

### *Coastal Terrace Prairie and Valley Ryegrass Restoration Planting*

Restoration of coastal terrace prairie and/or valley ryegrass grassland habitats are proposed for Map Units 2, 14A, 22, 23, 27. Coastal terrace prairie is a community dominated by perennial grasses and native herbaceous species that was historically present on YBI, but is almost entirely absent at the current time. Valley ryegrass grassland has persisted in several areas, but was likely much more dominant before the large conversion of much of the Island to eucalyptus. Individual site planting plans have not yet been developed, but the success criteria below can be used regardless of specific site characteristics for the successful establishment of coastal terrace prairie and valley ryegrass grassland. Restoration will be deemed successful if the success criteria below are met:

Years 1 through 5- at least 80 percent survival of all plants installed.

Years 1 through 5- less than 25 percent relative cover<sup>2</sup> of invasive species.

Years 1 through 5- a minimum of five percent increase in total percent cover of installed plants each year.

Year 5- at least 75 percent relative cover and 40 percent total cover of installed plants.

### *Coastal Scrub and Coast Live Oak Woodland Restoration Planting*

Restoration of coastal scrub habitat is proposed for Map Units 2, 3, 7, 8, 14A, 15, and 25, and restoration of coast live oak woodland is proposed for Map Unit 16 (and over time for 3, and 31). Both of these community types are present on the Island. Restoration of these communities will be deemed successful if the following criteria are met:

Years 1 through 5- at least 80 percent survival of all plants installed.

Years 1 through 5- less than 25 percent relative cover of invasive species.

Years 1 through 5- a minimum of 10 percent increase in relative percent cover of installed plants each year.

Year 5- at least 75 percent relative cover of installed plants.

<sup>2</sup> Relative cover represents the cover of a particular species with respect to the cumulative vegetation cover. For example, if the total vegetation cover is 35 percent and the total cover of valley ryegrass is 7 percent, the relative cover of valley ryegrass is 20 percent (7/35). Looking at relative cover instead of total cover of each species provides a more specific understanding of the plant community species composition and relative dominance within the plant community.

## C. Methods

### *Eucalyptus Removal*

Monitoring the successful removal of eucalyptus trees will require careful tracking and marking of trees during removal activities. This will allow the monitor to visit the site regularly once treatment has been completed and make observations about the condition of each treated individual and evaluate the overall percent of individuals that have resprouted. Monitoring should be conducted once in the spring and once in the fall for the first year, once a year (spring or summer) for years 2-5, and on a biennial basis for years 6-10. The monitor should make a careful count of treated trees that are observed to be resprouting, as well as observations of eucalyptus litter accumulation, and general site conditions. Photopoints can also be established (especially if the site is difficult to access) to show qualitative documentation of changes in site conditions. Photomonitoring is described in the next section.

### *Invasive Species Removal and Native Plant Community Restoration*

Many of the same methods can be used to monitor invasive species removal and restoration planting projects since the success criteria for this variety of projects utilize measures of percent cover, survivorship, and site conditions to determine success. Below the steps for carrying out measurement methods are provided. For all invasive species removal and restoration planting management actions, baseline monitoring should be conducted at the commencement and as soon as possible following completion of the management action to establish a baseline "existing conditions."

#### *Percent Cover*

One of the simplest methods for monitoring smaller scale vegetation change is through the use of line transects. This method is widely applicable to vegetation enhancement, habitat restoration, and weed removal projects, and measures percent cover of vegetation. Transects should be established at the time of planting or weed removal or shortly thereafter. A sufficient number of transects to adequately assess performance of vegetation should be established within revegetation or weed removal areas, with a minimum of one transect per 2,500 square feet of area. The same transects should be used throughout the monitoring period.

There are two types of commonly used line transects: the line-intercept and the point-intercept. The line-intercept is used mostly for woody perennial vegetation that has a large canopy at maturity and measures the distance that the crown of each plant, projected downwards vertically, intercepts the measuring tape. All distances for each individual species should then be added together. The percent cover for a species is the cumulative length of intercepts for each species divided by the length of the transect, or tape measure, multiplied by 100. The point-intercept method simply utilizes the same measuring tape laid on the ground and the monitor uses a pin flag to make observations at prescribed intervals by "dropping" the pin flag. Species names of all plants touching the pin are recorded at each point. If there is no vegetation touching the pin after it is dropped; "bare" is recorded. This method is more useful in grassland communities where it is not practical to use the line-intercept method. The total percent cover for a species or functional group (such as native or exotic) is calculated by dividing the number of times the pin encounters that species by the total number of times the pin is dropped.

#### *Survivorship*

For planting projects, counting the number of plants within the planting area provides a simple method for measuring survivorship. The count can be repeated during each monitoring event to determine how many of the initially planted species have survived.

#### *Overall site assessment*

A site assessment is a simple way to make observations of site conditions. A large variety of conditions can be assessed including: habitat characteristics (e.g. increase/decrease/new occurrence of invasive species infestations, general health and productivity of vegetation communities), observation of wildlife species, human disturbances, trash, and natural disturbances (tree fall, wind damage, drought), which may all have an impact on the success of the management action. Observations should be recorded in a field notebook or standardized data form in the same manner during each site visit.

## IV. Long-term Monitoring and Maintenance

### *Monitor wildlife/habitat relationships*

Increased wildlife use can be a good measure of habitat quality, indicating development of habitat values that support wildlife reproduction, foraging, cover, etc., although it is not always a simple task to correlate one with the other in a statistically valid way. Nonetheless, this type of monitoring can be useful in establishing trends that suggest a habitat improvement project is succeeding or failing. As an example, the pipevine swallowtail butterfly population on YBI could be monitored over time to see if enhancement of pipevine populations on the Island appear to be resulting in increases in the butterflies that depend on this plant. In general, as habitat health, and structural and compositional diversity increase, we would expect to see a corresponding increase in bird species richness and numbers of individuals. This could easily be monitored through point counts, with points placed in and adjacent to enhanced areas and monitored over time as treated areas develop.

### *Photodocumentation*

Photodocumentation is a simple way to provide a qualitative assessment of overall site conditions, including vegetative dominance and structure, as well as changes in vegetative composition and cover over time. Photodocumentation is useful in documenting management projects of all sizes. For any specific project, permanent photopoints should be established at project start with identical color photographic scenes taken at completion and as a part of on-going monitoring.

## D. Analysis of Results

Data should be collected in the field according to the methods described above. This includes both quantitative and qualitative data that will be entered into a database, typed up, or otherwise saved in a place that can be easily retrieved for summarizing results and for comparison during the next monitoring event. To evaluate whether project goals and objectives are being met, it is necessary to compare the monitoring data and results to the success criteria and make conclusions about how the goals are or are not being achieved.

## E. Maintenance and Adaptive Management

Continued maintenance and adaptive management are the activities that ensure success of management actions in the long term. Adaptive management begins when the data from site monitoring (percent cover, survivorship, and overall site conditions) is compared to the success criteria. This comparison leads to conclusions about the effectiveness of the implementation methods. At this stage, the restoration specialist can make recommendations to continue with the chosen prescription or to make modifications. Adaptive management will involve an analysis of methods or elements that are preventing the project from achieving the success criteria so that alternative methods can be identified. This may include: increasing maintenance or changing the maintenance schedule, changing treatment methods and/or including additional methods, or recommending supplemental management such as restoration planting, among many other possibilities.

### *Eucalyptus Removal*

Areas where eucalyptus has been removed or treated will likely require continued treatment including cutting and herbicide application as well as removal of accumulated litter and branches. The results of monitoring combined with a review of treatment methods should provide an informative analysis of how well treatment methods have worked and how continued maintenance should be directed so that success criteria continue to be met.

### *Invasive Species Removal*

Similar to eucalyptus removal, invasive species treatments and removal methods may need to be implemented to a lesser degree throughout the initial five year maintenance period. Very few invasive species removal techniques are 100 percent effective every time; on-going maintenance is essentially guaranteed. This maintenance will consist of continuing to carry out the same removal methods that were used in the initial removal project (unless these methods are determined to be ineffective), and potentially treating other invasive species that invade following initial treatment.

*Restoration Planting (Coast Live Oak Woodland, Coastal Scrub, Valley Ryegrass Grassland, and Coastal Prairie)*

Maintenance of restoration planting areas is generally uniform regardless of the type of restoration planting because it should include the following elements: maintain mulch for weed suppression around the base of each planting, ensure the functionality of the irrigation system, install erosion control measures, and remove invasive plant species that outcompete or shade out restoration plants. These elements are extremely important for maintaining a healthy establishment of the restored plant community. Other maintenance measures may be necessary on YBI depending on site location and accessibility (e.g., maintenance of site closure signs or fencing to prevent unintended human disturbances).

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## **APPENDIX A**

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### **Yerba Buena Island Flora, M. Wood, April 2009**



# Preliminary Checklist Of The Flora Of Yerba Buena Island, San Francisco County

Sort By : Family

| Scientific Name                        | Common Name          | Note         |
|----------------------------------------|----------------------|--------------|
| <b>Aizoaceae - Fig-Marigold Family</b> |                      |              |
| <i>Aptenia cordifolia</i>              | ice-plant            |              |
| <i>Carpobrotus edulis</i>              | Hottentot fig        | 3 (high)     |
| <i>Conicosia pugioniformis</i>         | narrowleaf iceplant  | 3 (limited)  |
| <i>Tetragonia tetragoniodes</i>        | New Zealand spinach  |              |
| <b>Anacardiaceae - Sumac Family</b>    |                      |              |
| <i>Schinus terebinthifolius</i>        | Brazilian peppertree | 3 (limited)  |
| <i>Toxicodendron diversilobum</i>      | poison oak           | 1            |
| <b>Apiaceae - Carrot Family</b>        |                      |              |
| <i>Anthriscus caucalis</i>             | bur-chervil          |              |
| <i>Apium graveolens</i>                | celery               |              |
| <i>Conium maculatum</i>                | poison-hemlock       | 3 (moderate) |
| <i>Foeniculum vulgare</i>              | sweet fennel         | 3 (high)     |
| <i>Sanicula crassicaulis</i>           | Pacific sanicle      | 1            |
| <i>Scandix pecten-veneris</i>          | shepherd's needle    |              |
| <b>Apocynaceae - Dogbane Family</b>    |                      |              |
| <i>Vinca major</i>                     | big periwinkle       | 3 (moderate) |
| <b>Araceae - Arum Family</b>           |                      |              |
| <i>Zantedeschia aethiopica</i>         | calla lily           | 3 (limited)  |
| <b>Araliaceae - Ginseng Family</b>     |                      |              |
| <i>Hedera canariensis</i>              | Algerian ivy         | 3 (high)     |
| <i>Hedera helix</i>                    | English ivy          | 3 (high)     |
| <b>Arecaceae - Palm Family</b>         |                      |              |
| <i>Phoenix canariensis</i>             | Canary Island palm   | 3 (limited)  |

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# Preliminary Checklist Of The Flora Of Yerba Buena Island, San Francisco County

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|----------------------------------------------------|--------------------------|--------------|
| <i>Washingtonia robusta</i>                        | Mexican fan palm         | 3 (moderate) |
| <b>Aristolochiaceae - Pipevine Family</b>          |                          |              |
| <i>Aristolochia californica</i>                    | Dutchman's pipevine      | 2            |
| <b>Asteraceae - Sunflower Family</b>               |                          |              |
| <i>Achillea millefolium</i>                        | yarrow                   | 1            |
| <i>Ageratina adenophora</i>                        | sticky eupatorium        | 3 (moderate) |
| <i>Agoseris grandiflora</i>                        | California dandelion     | 1            |
| <i>Ambrosia chamissonis</i>                        | beach-bur                | 1            |
| <i>Anaphalis margaritacea</i>                      | pearly everlasting       | 1            |
| <i>Anthemis cotula</i>                             | dog mayweed              |              |
| <i>Arctotheca calendula</i>                        | capeweed                 | 3 (moderate) |
| <i>Argyranthemum foeniculaceum</i>                 | Canary Island marguerite |              |
| <i>Artemisia californica</i>                       | California sagebrush     | 1            |
| <i>Baccharis pilularis</i>                         | coyote brush             | 1            |
| <i>Bellis perennis</i>                             | English daisy            |              |
| <i>Carduus pycnocephalus</i>                       | Italian thistle          | 3 (moderate) |
| <i>Centaurea solstitialis</i>                      | yellow starthistle       | 3 (high)     |
| <i>Chamomilla suaveolens</i>                       | pineapple weed           |              |
| <i>Chrysanthemum coronarium</i>                    | crown daisy              | 3 (moderate) |
| <i>Cirsium occidentale</i> var. <i>occidentale</i> | cobwebby thistle         | 2            |
| <i>Cirsium vulgare</i>                             | bull thistle             | 3 (moderate) |
| <i>Conyza canadensis</i>                           | horseweed                | 1            |
| <i>Cotula australis</i>                            | Australian brass-buttons |              |

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Sort By : Family

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|---------------------------------------------------|--------------------------|--------------|
| <i>Cotula coronopifolia</i>                       | brassbuttons             | 3 (limited)  |
| <i>Crepis bursifolia</i>                          | Italian hawksbeard       |              |
| <i>Delairia odorata</i>                           | Cape ivy                 | 3 (high)     |
| <i>Erechtites glomerata</i>                       | Australasian fireweed    | 3 (moderate) |
| <i>Erechtites minima</i>                          | Australian fireweed      | 3 (moderate) |
| <i>Ericameria ericoides</i>                       | mock heather             | 1            |
| <i>Erigeron glaucus</i>                           | seaside daisy            | 1            |
| <i>Eriophyllum staechadifolium</i>                | seaside woolly sunflower | 1            |
| <i>Felicia amelloides</i>                         | blue marguerite          |              |
| <i>Gnaphalium bicolor</i>                         | bicolor cudweed          | 1            |
| <i>Gnaphalium californicum</i>                    | California everlasting   | 1            |
| <i>Gnaphalium canescens</i> ssp. <i>beneolens</i> | fragrant everlasting     | 1            |
| <i>Gnaphalium luteo-album</i>                     | cudweed                  |              |
| <i>Gnaphalium stramineum</i>                      | cotton-batting plant     | 1            |
| <i>Grindelia stricta</i>                          | coastal gumplant         | 1            |
| <i>Hypochaeris glabra</i>                         | smooth cat's-ear         | 3 (limited)  |
| <i>Jaumea carnosa</i>                             | jaumea                   | 1            |
| <i>Lactuca serriola</i>                           | prickly lettuce          |              |
| <i>Logfia gallica</i>                             | narrow-leaf filago       |              |
| <i>Osteospermum fruticosum</i>                    | African daisy            |              |
| <i>Picris echioides</i>                           | bristly ox-tongue        | 3 (limited)  |
| <i>Senecio hybridus</i>                           | cineraria                |              |
| <i>Senecio vulgaris</i>                           | common groundsel         |              |

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|------------------------------------------------------|----------------------|--------------|
| <i>Silybum marianum</i>                              | milkthistle          | 3 (limited)  |
| <i>Soliva sessilis</i>                               | common soliva        |              |
| <i>Sonchus asper</i> ssp. <i>asper</i>               | prickly sowthistle   |              |
| <i>Sonchus oleraceus</i>                             | common sowthistle    |              |
| <i>Stephanomeria virgata</i> ssp. <i>pleurocarpa</i> | tall stephanomeria   | 1            |
| <i>Taraxacum officinale</i>                          | common dandelion     |              |
| <b>Betulaceae - Birch Family</b>                     |                      |              |
| <i>Alnus cordata</i>                                 | Italian alder        |              |
| <i>Corylus cornuta</i> var. <i>californica</i>       | California hazelnut  | 2            |
| <b>Brassicaceae - Mustard Family</b>                 |                      |              |
| <i>Brassica nigra</i>                                | black mustard        | 3 (moderate) |
| <i>Cakile maritima</i>                               | sea rocket           | 3 (limited)  |
| <i>Capsella bursa-pastoris</i>                       | shepard's purse      |              |
| <i>Cardamine oligosperma</i>                         | bitter-cress         | 1            |
| <i>Coronopus didymus</i>                             | lesser wart-cress    |              |
| <i>Hirschfeldia incana</i>                           | shortpod mustard     | 3 (moderate) |
| <i>Lepidium latifolium</i>                           | perennial pepperweed | 3 (high)     |
| <i>Lepidium nitidum</i> var. <i>nitidum</i>          | shining pepper-grass | 1            |
| <i>Lobularia maritima</i>                            | sweet alyssum        | 3 (limited)  |
| <i>Raphanus sativus</i>                              | wild radish          | 3 (limited)  |
| <i>Sisymbrium orientale</i>                          | Indian hedgemustard  |              |
| <b>Buddlejaceae - Buddleja Family</b>                |                      |              |
| <i>Buddleja davidii</i>                              | butterfly bush       |              |

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Sort By : Family

| Scientific Name                                      | Common Name                  | Note |
|------------------------------------------------------|------------------------------|------|
| <b>Caprifoliaceae - Honeysuckle Family</b>           |                              |      |
| <i>Lonicera japonica</i>                             | Japanese honeysuckle         |      |
| <i>Sambucus mexicana</i>                             | blue elderberry              | 1    |
| <i>Symphoricarpos albus</i> var. <i>laevigatus</i>   | common snowberry             | 1    |
| <b>Caryophyllaceae - Pink Family</b>                 |                              |      |
| <i>Cardionema ramosissimum</i>                       | sand mat                     | 1    |
| <i>Cerastium glomeratum</i>                          | mouse-ear chickweed          |      |
| <i>Silene gallica</i>                                | common catchfly              |      |
| <i>Spergularia bocconeii</i>                         | Boccon's sand-spurrey        |      |
| <i>Spergularia macrotheca</i> var. <i>macrotheca</i> | large flowered sand-spurrey  | 1    |
| <i>Stellaria media</i>                               | common chickweed             |      |
| <b>Chenopodiaceae - Goosefoot Family</b>             |                              |      |
| <i>Atriplex triangularis</i>                         | spearscale                   | 1    |
| <i>Chenopodium album</i>                             | lamb's quarters              |      |
| <i>Chenopodium californicum</i>                      | California goosefoot         | 1    |
| <i>Salicornia virginica</i>                          | pickleweed                   | 1    |
| <b>Commelinaceae - Spiderwort Family</b>             |                              |      |
| <i>Tradescantia fluminensis</i>                      | spiderwort                   |      |
| <b>Convolvulaceae - Morning-glory Family</b>         |                              |      |
| <i>Calystegia purpurata</i> ssp. <i>purpurata</i>    | purple western morning-glory | 1    |
| <b>Crassulaceae - Stonecrop Family</b>               |                              |      |
| <i>Aeonium haworthii</i>                             | stone crop                   |      |
| <i>Crassula argentea</i>                             | jade plant                   |      |
| <i>Crassula connata</i>                              | pygmyweed                    | 1    |

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|--------------------------------------------------|----------------------|------|
| <i>Dudleya farinosa</i>                          | powdery dudleya      | 1    |
| <i>Sedum dendroideum</i>                         | stonecrop            |      |
| <b>Cucurbitaceae - Gourd Family</b>              |                      |      |
| <i>Marah fabaceus</i>                            | California man-root  | 1    |
| <b>Cupressaceae - Cypress Family</b>             |                      |      |
| <i>Chamaecyparis lawsonii</i>                    | Lawson cypress       |      |
| <i>Chamaecyparis pisifera</i>                    | Sawara false cypress |      |
| <i>Cupressus arizonica</i>                       | Arizona cypress      |      |
| <i>Cupressus macrocarpa</i>                      | Monterey cypress     | 4    |
| <b>Cyperaceae - Sedge Family</b>                 |                      |      |
| <i>Carex barbarae</i>                            | Santa Barbara sedge  | 1    |
| <i>Cyperus eragrostis</i>                        | umbrella sedge       | 1    |
| <b>Dennstaedtiaceae - Bracken Fern Family</b>    |                      |      |
| <i>Pteridium aquilinum</i> var. <i>pubescens</i> | western brackenfern  | 1    |
| <b>Dryopteridaceae - Wood Fern Family</b>        |                      |      |
| <i>Cryptodium falcatum</i>                       | holly fern           |      |
| <i>Dryopteris arguta</i>                         | wood fern            | 1    |
| <i>Polystichum munitum</i>                       | western sword fern   | 1    |
| <b>Equisetaceae - Horsetail Family</b>           |                      |      |
| <i>Equisetum telmateia</i> ssp. <i>braunii</i>   | giant horsetail      | 1    |
| <b>Euphorbiaceae - Spurge Family</b>             |                      |      |
| <i>Chamaesyce maculata</i>                       | spotted spurge       |      |
| <i>Euphorbia peplus</i>                          | petty spurge         |      |

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# Preliminary Checklist Of The Flora Of Yerba Buena Island, San Francisco County

Sort By : Family

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|----------------------------------------------------|-------------------------------|-------------|
| <b>Fabaceae - Legume Family</b>                    |                               |             |
| <i>Acacia baileyana</i>                            | Cootamundra wattle            |             |
| <i>Acacia decurrens</i>                            | green wattle                  |             |
| <i>Acacia melanoxylon</i>                          | blackwood acacia              | 3 (limited) |
| <i>Acmispon wrangelianus</i>                       | Chile trefoil                 | 1           |
| <i>Albizia lophantha</i>                           | plume acacia                  |             |
| <i>Bauhinia variegata</i>                          | purple orchid tree            |             |
| <i>Ceratonia siliqua</i>                           | carob                         |             |
| <i>Cercis occidentalis</i>                         | western redbud                | 1           |
| <i>Cytisus scoparius</i>                           | Scotch broom                  | 3 (high)    |
| <i>Genista monspessulana</i>                       | French broom                  | 3 (high)    |
| <i>Lathyrus tingitanus</i>                         | Tangier pea                   |             |
| <i>Lathyrus vestitus</i> var. <i>vestitus</i>      | common Pacific pea            | 1           |
| <i>Lotus corniculatus</i>                          | broadleaf bird's-foot trefoil |             |
| <i>Lotus scoparius</i>                             | California broom              | 1           |
| <i>Lotus strigosus</i>                             | strigose treefoil             | 1           |
| <i>Lupinus arboreus</i>                            | yellow bush lupine            | 1           |
| <i>Lupinus bicolor</i>                             | dove lupine                   | 1           |
| <i>Lupinus microcarpus</i> var. <i>microcarpus</i> | chick lupine                  | 1           |
| <i>Lupinus nanus</i>                               | Douglas' lupine               | 1           |
| <i>Medicago polymorpha</i>                         | burclover                     | 3 (limited) |
| <i>Medicago sativa</i>                             | alfalfa                       |             |
| <i>Melilotus albus</i>                             | white sweetclover             |             |

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| <i>Melilotus officinalis</i>                         | yellow sweetclover     |              |
| <i>Trifolium gracilentum</i> var. <i>gracilentum</i> | pinpoint clover        | 1            |
| <i>Trifolium hirtum</i>                              | rose clover            | 3 (moderate) |
| <i>Trifolium willdenovii</i>                         | tomcat clover          | 1            |
| <i>Vicia americana</i> var. <i>americana</i>         | American vetch         | 1            |
| <i>Vicia benghalensis</i>                            | purple vetch           |              |
| <i>Vicia sativa</i> ssp. <i>nigra</i>                | common vetch           |              |
| <i>Vicia sativa</i> ssp. <i>sativa</i>               | common vetch           |              |
| <i>Vicia villosa</i> ssp. <i>villosa</i>             | hairy vetch            |              |
| <b>Fagaceae - Oak Family</b>                         |                        |              |
| <i>Quercus agrifolia</i>                             | coast live oak         | 1            |
| <b>Geraniaceae - Geranium Family</b>                 |                        |              |
| <i>Erodium botrys</i>                                | long-beaked storksbill |              |
| <i>Erodium cicutarium</i>                            | red-stemmed filaree    | 3 (limited)  |
| <i>Erodium moschatum</i>                             | white-stemmed filaree  |              |
| <i>Geranium dissectum</i>                            | cut-leaved geranium    | 3 (moderate) |
| <i>Geranium molle</i>                                | dove's-foot geranium   |              |
| <i>Pelargonium peltatum</i>                          | ivy geranium           |              |
| <b>Grossulariaceae - Gooseberry Family</b>           |                        |              |
| <i>Ribes sanguineum</i> var. <i>glutinosum</i>       | red-flowering currant  | 1            |
| <b>Hippocastanaceae - Buckeye Family</b>             |                        |              |
| <i>Aesculus californica</i>                          | California buckeye     | 2            |
| <b>Hydrophyllaceae - Waterleaf Family</b>            |                        |              |
| <i>Nemophila maculata</i>                            | five-spot              | 1            |

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|---------------------------------------------------|----------------------|------|
| <i>Phacelia distans</i>                           | common phacelia      | 1    |
| <i>Phacelia malvifolia</i>                        | stinging phacelia    | 1    |
| <i>Pholistoma auritum</i> var. <i>auritum</i>     | fiestaflower         | 2    |
| <b>Iridaceae - Iris Family</b>                    |                      |      |
| <i>Chasmanthe aethiopica</i>                      | chasmanthe           |      |
| <i>Iris x hybrid</i>                              | bearded iris         |      |
| <i>Iris xiphium</i>                               | Dutch iris           |      |
| <i>Sisyrinchium bellum</i>                        | blue-eyed grass      | 1    |
| <b>Juncaceae - Rush Family</b>                    |                      |      |
| <i>Juncus balticus</i>                            | wire rush            | 1    |
| <i>Juncus bufonius</i> var. <i>bufonius</i>       | toad rush            | 1    |
| <i>Juncus bufonius</i> var. <i>congestus</i>      | congested toad rush  | 1    |
| <i>Juncus effusus</i> var. <i>pacificus</i>       | Pacific bog rush     | 1    |
| <i>Juncus patens</i>                              | spreading rush       | 1    |
| <i>Luzula comosa</i>                              | Pacific wood rush    | 1    |
| <b>Lamiaceae - Mint Family</b>                    |                      |      |
| <i>Monardella villosa</i> ssp. <i>franciscana</i> | coyote mint          | 1    |
| <i>Salvia leucantha</i>                           | Mexican bush sage    |      |
| <i>Stachys ajugoides</i> var. <i>rigida</i>       | rigid hedge nettle   | 1    |
| <b>Liliaceae - Lily Family</b>                    |                      |      |
| <i>Agapanthus africanus</i>                       | lily-of-the-Nile     |      |
| <i>Agave americana</i>                            | century plant        |      |
| <i>Allium triquetrum</i>                          | white-flowered onion |      |

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|---------------------------------------------------------|-----------------------|--------------|
| <i>Aloe saponaria</i>                                   | aloe                  |              |
| <i>Amaryllis belladonna</i>                             | naked lady            |              |
| <i>Chlorogalum pomeridianum</i> var. <i>divaricatum</i> | spreading soaproot    | 1            |
| <i>Dichelostemma capitatum</i> ssp. <i>capitatum</i>    | blue dicks            | 1            |
| <i>Narcissus pseudonarcissus</i>                        | common daffodil       |              |
| <i>Triteleia laxa</i>                                   | Ithuriel's spear      | 1            |
| Linaceae - Flax Family                                  |                       |              |
| <i>Linum bienne</i>                                     | narrow-leaved flax    |              |
| Malvaceae - Mallow Family                               |                       |              |
| <i>Abutilon striatum</i>                                | Indian mallow         |              |
| <i>Lavatera assurgentiflora</i>                         | malva rosa            | 4            |
| <i>Malva nicaeensis</i>                                 | bull mallow           |              |
| <i>Malva parviflora</i>                                 | cheeseweed            |              |
| <i>Malva sylvestris</i>                                 | high mallow           |              |
| Moraceae - Mulberry Family                              |                       |              |
| <i>Ficus pumila</i>                                     | creeping fig          |              |
| Myoporaceae - Myoporaceae Family                        |                       |              |
| <i>Myoporum laetum</i>                                  | myoporum              | 3 (moderate) |
| Myrtaceae - Myrtle Family                               |                       |              |
| <i>Eucalyptus camaldulensis</i>                         | river red gum         | 3 (limited)  |
| <i>Eucalyptus ficifolia</i>                             | scarlet flowering gum |              |
| <i>Eucalyptus globulus</i>                              | Tasmanian blue gum    | 3 (moderate) |
| <i>Eucalyptus leucoxylon</i>                            | white ironbark        |              |
| <i>Eucalyptus sideroxylon</i>                           | red ironbark          |              |

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|------------------------------------------------|----------------------------|--------------|
| <i>Leptospermum laevigatum</i>                 | Australian tea tree        |              |
| <i>Melaleuca decussata</i>                     | lilac melaleuca            |              |
| <i>Metrosideros excelsus</i>                   | New Zealand Christmas tree |              |
| <b>Oleaceae - Olive Family</b>                 |                            |              |
| <i>Ligustrum japonicum</i>                     | waxleaf privet             |              |
| <i>Ligustrum lucidum</i>                       | glossy privet              |              |
| <i>Ligustrum ovalifolium</i>                   | California privet          |              |
| <b>Onagraceae - Evening Primrose Family</b>    |                            |              |
| <i>Camissonia ovata</i>                        | sun cups                   | 11           |
| <i>Clarkia amoena</i>                          | farewell-to-spring         | 1            |
| <i>Clarkia unguiculata</i>                     | elegant clarkia            | 1            |
| <i>Epilobium brachycarpum</i>                  | tall willowherb            | 1            |
| <i>Epilobium ciliatum</i> ssp. <i>ciliatum</i> | northern willowherb        | 1            |
| <i>Oenothera elata</i> ssp. <i>hookeri</i>     | Hooker's evening-primrose  | 1            |
| <b>Oxalidaceae - Oxalis Family</b>             |                            |              |
| <i>Oxalis pes-caprae</i>                       | Bermuda buttercup          | 3 (moderate) |
| <i>Oxalis rubra</i>                            | windobox oxalis            |              |
| <b>Papaveraceae - Poppy Family</b>             |                            |              |
| <i>Eschscholzia californica</i>                | California poppy           | 1            |
| <i>Fumaria parviflora</i>                      | small-flowered fumitory    |              |
| <b>Pinaceae - Pine Family</b>                  |                            |              |
| <i>Pinus canariensis</i>                       | Canary Island pine         |              |
| <i>Pinus halepensis</i>                        | Aleppo pine                |              |
| <i>Pinus pinea</i>                             | Italian stone pine         |              |

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| <i>Pinus ponderosa</i>                        | ponderosa pine           | 4            |
| <i>Pinus radiata</i>                          | Monterey pine            | 4            |
| <b>Pittosporaceae - Pittosporum Family</b>    |                          |              |
| <i>Pittosporum crassifolium</i>               | thick-leaved pittosporum |              |
| <i>Pittosporum eugenioides</i>                | tarata                   |              |
| <i>Pittosporum tenuifolium</i>                | pittosporum              |              |
| <b>Plantaginaceae - Plantain Family</b>       |                          |              |
| <i>Plantago coronopus</i>                     | cut-leaved plantain      |              |
| <i>Plantago erecta</i>                        | California plantain      | 1            |
| <i>Plantago lanceolata</i>                    | English plantain         | 3 (limited)  |
| <b>Poaceae - Grass Family</b>                 |                          |              |
| <i>Agrostis capillaris</i>                    | colonial bent grass      |              |
| <i>Agrostis pallens</i>                       | leafy bent grass         | 1            |
| <i>Avena barbata</i>                          | slender wild oats        | 3 (moderate) |
| <i>Avena fatua</i>                            | wild oats                | 3 (moderate) |
| <i>Briza maxima</i>                           | big quaking grass        | 3 (limited)  |
| <i>Briza minor</i>                            | little quaking grass     |              |
| <i>Bromus carinatus</i> var. <i>carinatus</i> | California brome         | 1            |
| <i>Bromus diandrus</i>                        | ripgut brome             | 3 (moderate) |
| <i>Bromus hordeaceus</i>                      | soft chess               | 3 (limited)  |
| <i>Bromus madritensis</i> ssp. <i>rubens</i>  | red brome                | 3 (high)     |
| <i>Cortaderia selloana</i>                    | pampas grass             | 3 (high)     |
| <i>Cynodon dactylon</i>                       | Bermudagrass             | 3 (moderate) |

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|------------------------------------------------|----------------------|--------------|
| <i>Cynosurus echinatus</i>                     | hedgehog dogtail     | 3 (moderate) |
| <i>Dactylis glomerata</i>                      | orchardgrass         | 3 (limited)  |
| <i>Distichlis spicata</i>                      | saltgrass            | 1            |
| <i>Ehrharta erecta</i>                         | erect veldtgrass     | 3 (moderate) |
| <i>Elymus glaucus</i> ssp. <i>glaucus</i>      | blue wildrye         | 1            |
| <i>Festuca arundinacea</i>                     | tall fescue          | 3 (moderate) |
| <i>Festuca rubra</i>                           | red fescue           | 1            |
| <i>Gastridium ventricosum</i>                  | nit grass            |              |
| <i>Holcus lanatus</i>                          | common velvet-grass  | 3 (moderate) |
| <i>Hordeum marinum</i> ssp. <i>gussoneanum</i> | Mediterranean barley | 3 (moderate) |
| <i>Hordeum murinum</i> ssp. <i>glaucum</i>     | hare barley          | 3 (moderate) |
| <i>Hordeum murinum</i> ssp. <i>leporinum</i>   | foxtail barley       | 3 (moderate) |
| <i>Leptochloa fascicularis</i>                 | bearded sprangletop  | 1            |
| <i>Leymus condensatus</i>                      | giant wildrye        | 1            |
| <i>Leymus triticoides</i>                      | creeping wildrye     | 1            |
| <i>Leymus x vancouverensis</i>                 | Vancouver's ryegrass | 2            |
| <i>Lolium multiflorum</i>                      | Italian ryegrass     | 3 (moderate) |
| <i>Lolium perenne</i>                          | perennial ryegrass   |              |
| <i>Melica imperfecta</i>                       | Coast Range melic    | 1            |
| <i>Nassella lepida</i>                         | foothill needlegrass | 1            |
| <i>Nassella pulchra</i>                        | purple needlegrass   | 1            |
| <i>Parapholis incurva</i>                      | sickle grass         |              |
| <i>Pennisetum clandestinum</i>                 | kikuyugrass          | 3 (limited)  |

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|----------------------------------------------------|----------------------------------------------------------|---------------|
| <i>Phalaris aquatica</i>                           | hardinggrass                                             | 3 (moderate)  |
| <i>Phalaris minor</i>                              | littleseed canarygrass                                   |               |
| <i>Poa annua</i>                                   | annual bluegrass                                         |               |
| <i>Poa secunda</i> ssp. <i>secunda</i>             | one-sided bluegrass                                      | 1             |
| <i>Polypogon monspeliensis</i>                     | annual rabbitsfoot grass                                 | 3 (moderate)  |
| <i>Vulpia bromoides</i>                            | six-weeks fescue                                         |               |
| <i>Vulpia myuros</i> var. <i>hirsuta</i>           | western six-weeks fescue                                 | 3 (moderate)  |
| <b>Polemoniaceae - Phlox Family</b>                |                                                          |               |
| <i>Gilia capitata</i> ssp. <i>chamissonis</i>      | dune gilia                                               | 2 (CNPS 1b.1) |
| <b>Polygonaceae - Buckwheat Family</b>             |                                                          |               |
| <i>Eriogonum fasciculatum</i>                      | flat-top buckwheat                                       | 1             |
| <i>Eriogonum latifolium</i>                        | coast buckwheat                                          | 1             |
| <i>Muehlenbeckia complexa</i>                      | maidenhair vine                                          |               |
| <i>Polygonum arenastrum</i>                        | common knotweed                                          |               |
| <i>Rumex acetosella</i>                            | sheep sorrel                                             | 3 (moderate)  |
| <i>Rumex crispus</i>                               | curly dock                                               | 3 (limited)   |
| <i>Rumex pulcher</i>                               | fiddle dock                                              |               |
| <b>Polypodiaceae - Polypody Family</b>             |                                                          |               |
| <i>Polypodium californicum</i>                     | California polypody                                      | 1             |
| <b>Portulacaceae - Purslane Family</b>             |                                                          |               |
| <i>Claytonia exigua</i> ssp. <i>exigua</i>         | serpentine spring beauty                                 | 2             |
| <i>Claytonia perfoliata</i> ssp. <i>perfoliata</i> | miner's lettuce                                          | 1             |
| <b>Primulaceae - Primrose Family</b>               |                                                          |               |
| <i>Anagallis arvensis</i>                          | scarlet pimpernel                                        |               |
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| <b>Proteaceae - Protea Family</b>                        |                        |              |
| <i>Hakea suaveolens</i>                                  | sweet hakea            |              |
| <b>Pteridaceae - Fern Family</b>                         |                        |              |
| <i>Adiantum jordanii</i>                                 | maidenhair fern        | 2            |
| <i>Pellaea andromedifolia</i>                            | coffee fern            | 2            |
| <i>Pentagramma triangularis</i> ssp. <i>triangularis</i> | goldback fern          | 1            |
| <b>Ranunculaceae - Buttercup Family</b>                  |                        |              |
| <i>Ranunculus californicus</i>                           | California buttercup   | 1            |
| <i>Ranunculus muricatus</i>                              | spiny buttercup        |              |
| <b>Rhamnaceae - Buckthorn Family</b>                     |                        |              |
| <i>Ceanothus dentatus</i>                                | dwarf ceanothus        | 1            |
| <i>Ceanothus foliosus</i> var. <i>medius</i>             | La Cuesta ceanothus    | 1            |
| <i>Ceanothus thyrsiflorus</i>                            | blue blossom           | 1            |
| <b>Rosaceae - Rose Family</b>                            |                        |              |
| <i>Cotoneaster franchetii</i>                            | orange cotoneaster     | 3 (moderate) |
| <i>Cotoneaster lacteus</i>                               | Parney's cotoneaster   | 3 (moderate) |
| <i>Cotoneaster pannosa</i>                               | silverleaf cotoneaster | 3 (moderate) |
| <i>Eriobotrya japonica</i>                               | loquat                 |              |
| <i>Heteromeles arbutifolia</i>                           | toyon                  | 1            |
| <i>Malus sylvestris</i>                                  | apple                  |              |
| <i>Oemleria cerasiformis</i>                             | oso berry              | 1            |
| <i>Prunus ilicifolia</i>                                 | hollyleaf cherry       | 4            |
| <i>Pyracantha angustifolia</i>                           | common firethorn       | 3 (limited)  |
| <i>Raphiolepis indica</i>                                | Indian hawthorn        |              |

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|------------------------------------------|----------------------------|----------|
| <i>Rosa gymnocarpa</i>                   | wood rose                  | 2        |
| <i>Rubus discolor</i>                    | Himalayan blackberry       | 3 (high) |
| <i>Rubus ursinus</i>                     | California blackberry      | 1        |
| <b>Rubiaceae - Madder Family</b>         |                            |          |
| <i>Coprosma repens</i>                   | mirror plant               |          |
| <i>Galium aparine</i>                    | goose grass                | 1        |
| <i>Sherardia arvensis</i>                | field madder               |          |
| <b>Salicaceae - Willow Family</b>        |                            |          |
| <i>Populus nigra</i>                     | Lombardy poplar            |          |
| <i>Populus tremuloides</i>               | quaking aspen              | 4        |
| <i>Salix laevigata</i>                   | red willow                 | 1        |
| <i>Salix lasiolepis</i>                  | arroyo willow              | 1        |
| <b>Saxifragaceae - Saxifrage Family</b>  |                            |          |
| <i>Escallonia rubra</i>                  | redclaws                   |          |
| <b>Scrophulariaceae - Figwort Family</b> |                            |          |
| <i>Hebe speciosa</i>                     | showy hebe                 |          |
| <i>Mimulus aurantiacus</i>               | sticky monkeyflower        | 1        |
| <i>Mimulus guttatus</i>                  | common large monkey-flower | 1        |
| <i>Scrophularia californica</i>          | California figwort         | 1        |
| <i>Triphysaria pusilla</i>               | dwarf owl's-clover         | 1        |
| <i>Veronica persica</i>                  | Persian speedwell          |          |
| <b>Solanaceae - Nightshade Family</b>    |                            |          |
| <i>Solanum furcatum</i>                  | forked nightshade          |          |
| <i>Solanum nigrum</i>                    | black nightshade           |          |

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|------------------------------------------|-------------------|------|
| <b>Taxaceae - Yew Family</b>             |                   |      |
| <i>Taxus baccata</i>                     | English yew       |      |
| <b>Taxodiaceae - Bald Cypress Family</b> |                   |      |
| <i>Sequoia sempervirens</i>              | coast redwood     | 1    |
| <b>Tropaeolaceae - Nasturtium Family</b> |                   |      |
| <i>Tropaeolum majus</i>                  | garden nasturtium |      |
| <b>Ulmaceae - Elm Family</b>             |                   |      |
| <i>Ulmus pumila</i>                      | Siberian elm      |      |
| <b>Valerianaceae - Valerian Family</b>   |                   |      |
| <i>Centranthus ruber</i>                 | red valerian      |      |

**Footnotes:**

1: Species native to Yerba Buena Island

2: Special-status plants

3: CAL-IPC listed invasive species (with rating)

4: California native species not indigenous to the site.

NOTE: Species are non-native unless otherwise noted.



## **APPENDIX B**

### **List of Wildlife Referenced in the Yerba Buena Island HMP**

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## LIST OF WILDLIFE REFERENCED IN THE YERBA BUENA ISLAND HMP

| Common Name                        | Scientific Name                  |
|------------------------------------|----------------------------------|
| <i>Invertebrates</i>               |                                  |
| Aquatic Invertebrates              |                                  |
| Coastal mussel                     | <i>Mytilus edulis</i>            |
| Bay mussel                         | <i>Mytilus trossulus</i>         |
| California oyster                  | <i>Ostrea lurida</i>             |
| Dungeness crab                     | <i>Cancer magister</i>           |
| Terrestrial Invertebrates          |                                  |
| Acmon blue                         | <i>Plebejus acmon</i>            |
| Anise swallowtail                  | <i>Papilio zelicaon</i>          |
| Echo blue                          | <i>Celastrina ladon echo</i>     |
| Green hairstreak                   | <i>Callophrys dumetorum</i>      |
| Mylitta crescent                   | <i>Phyciodes mylitta</i>         |
| Orange tortrix                     | <i>Argyrotaenia franciscana</i>  |
| Painted lady                       | <i>Vanessa cardui</i>            |
| Pipevine swallowtail               | <i>Battus philenor hirsute</i>   |
| Rural skipper                      | <i>Ochlodes Agricola</i>         |
| Sandhill skipper                   | <i>Polites sabuleti sabuleti</i> |
| Umber skipper                      | <i>Poanes melane</i>             |
| Woodland skipper                   | <i>Ochlodes sylvanoides</i>      |
| <i>Fish</i>                        |                                  |
| California coast coho salmon       | <i>Oncorhynchus kisutch</i>      |
| Central California Coast steelhead | <i>Oncorhynchus mykiss</i>       |
| Chinook salmon                     | <i>Oncorhynchus tshawytscha</i>  |
| Halibut                            | <i>Paralichthys californicus</i> |
| Jack mackerel                      | <i>Trachurus symmetricus</i>     |
| North American green sturgeon      | <i>Acipenser medirostris</i>     |
| Northern anchovy                   | <i>Engraulis mordax</i>          |
| Pacific herring                    | <i>Clupea pallasii</i>           |
| Pacific sardine                    | <i>Sardinops sagax caerulea</i>  |

## LIST OF WILDLIFE REFERENCED IN THE YERBA BUENA ISLAND HMP

| Common Name                    | Scientific Name                     |
|--------------------------------|-------------------------------------|
| <b>Amphibians and Reptiles</b> |                                     |
| Alligator lizard               | <i>Elgaria coerulea</i>             |
| California slender salamander  | <i>Batrachoseps attenuatus</i>      |
| Garter snake                   | <i>Thamnophis sirtalis</i>          |
| Gopher snake                   | <i>Pituophis melanoleucus</i>       |
| Western fence lizard           | <i>Sceloporus occidentalis</i>      |
| <b>Birds</b>                   |                                     |
| Allen's hummingbird            | <i>Selasphorus sasin</i>            |
| American avocet                | <i>Recurvirostra americana</i>      |
| American coot                  | <i>Fulica americana</i>             |
| American crow                  | <i>Corvus brachyrhynchos</i>        |
| American goldfinch             | <i>Carduelis tristis</i>            |
| American kestrel               | <i>Falco sparverius</i>             |
| American robin                 | <i>Turdus migratorius</i>           |
| American wigeon                | <i>Anas americana</i>               |
| Anna's hummingbird             | <i>Calypte anna</i>                 |
| Barn swallow                   | <i>Hirundo rustica</i>              |
| Black-bellied plover           | <i>Pluvialis squatarola</i>         |
| Black brandt                   | <i>Branta bernicla nigricans</i>    |
| Black oystercatcher            | <i>Haematopus bachmani</i>          |
| Black phoebe                   | <i>Sayornis nigricans</i>           |
| Black-crowned night-heron      | <i>Nycticorax nycticorax</i>        |
| Black-headed grosbeak          | <i>Pheucticus melanocephalus</i>    |
| Black-necked stilt             | <i>Himantopus mexicanus</i>         |
| Bonaparte's gull               | <i>Chroicocephalus philadelphia</i> |
| Brandt's cormorant             | <i>Phalacrocorax penicillatus</i>   |
| Brewer's blackbird             | <i>Euphagus cyanocephalus</i>       |
| Brown creeper                  | <i>Certhia americana</i>            |
| Brown-headed cowbird           | <i>Molothrus ater</i>               |
| Bufflehead                     | <i>Bucephala albeola</i>            |
| Bullock's oriole               | <i>Icterus bullockii</i>            |
| Bushtit                        | <i>Psaltirparus minimus</i>         |
| California gull                | <i>Larus californicus</i>           |
| California towhee              | <i>Pipilo fuscus</i>                |
| Canada goose                   | <i>Branta canadensis</i>            |
| Caspian tern                   | <i>Sterna caspia</i>                |

## LIST OF WILDLIFE REFERENCED IN THE YERBA BUENA ISLAND HMP

| Common Name               | Scientific Name                |
|---------------------------|--------------------------------|
| <b>Birds (continued)</b>  |                                |
| Cedar waxwing             | <i>Bombycilla cedrorum</i>     |
| Chestnut-backed chickadee | <i>Parus rufescens</i>         |
| Cliff swallow             | <i>Hirundo pyrrhonota</i>      |
| Common goldeneye          | <i>Bucephala clangula</i>      |
| Common loon               | <i>Gavia immer</i>             |
| Common raven              | <i>Corvus corax</i>            |
| Dark-eyed junco           | <i>Junco hyemalis</i>          |
| Double-crested cormorant  | <i>Phalacrocorax auritus</i>   |
| Downy woodpecker          | <i>Picoides pubescens</i>      |
| Eared grebe               | <i>Podiceps nigricollis</i>    |
| European starling         | <i>Sturnus vulgaris</i>        |
| Forster's tern            | <i>Sterna forsteri</i>         |
| Fox sparrow               | <i>Passerella iliaca</i>       |
| Gadwall                   | <i>Anas strepera</i>           |
| Glaucous-winged gull      | <i>Larus glaucescens</i>       |
| Golden-crowned sparrow    | <i>Zonotrichia atricapilla</i> |
| Greater scaup             | <i>Aythya marila</i>           |
| Hermit thrush             | <i>Catharus guttatus</i>       |
| Herring gull              | <i>Larus argentatus</i>        |
| Horned grebe              | <i>Podiceps auritus</i>        |
| House finch               | <i>Carpodacus mexicanus</i>    |
| House sparrow             | <i>Passer domesticus</i>       |
| Hutton's vireo            | <i>Vireo huttoni</i>           |
| Killdeer                  | <i>Charadrius vociferus</i>    |
| Least sandpiper           | <i>Calidris minutilla</i>      |
| Lesser goldfinch          | <i>Carduelis psaltria</i>      |
| Mallard                   | <i>Anas platyrhynchos</i>      |
| Mew gull                  | <i>Larus canus</i>             |
| Mourning dove             | <i>Zenaidura macroura</i>      |
| Northern flicker          | <i>Colaptes auratus</i>        |
| Northern mockingbird      | <i>Mimus polyglottos</i>       |
| Orange-crowned warbler    | <i>Vermivora celata</i>        |
| Pacific loon              | <i>Gavia pacifica</i>          |
| Palm warbler              |                                |
| Pelagic cormorant         | <i>Phalacrocorax pelagicus</i> |
| Peregrine falcon          | <i>Falco peregrinus</i>        |

## LIST OF WILDLIFE REFERENCED IN THE YERBA BUENA ISLAND HMP

| Common Name              | Scientific Name                  |
|--------------------------|----------------------------------|
| <i>Birds (continued)</i> |                                  |
| Pied-billed grebe        | <i>Podylimbus podiceps</i>       |
| Pine siskin              | <i>Carduelis pinus</i>           |
| Red-breasted merganser   | <i>Mergus serrator</i>           |
| Red-breasted nuthatch    | <i>Sitta canadensis</i>          |
| Red-shouldered hawk      | <i>Buteo lineatus</i>            |
| Red-tailed hawk          | <i>Buteo jamaicensis</i>         |
| Red-throated loon        | <i>Gavia stellata</i>            |
| Red-winged blackbird     | <i>Agelaius phoeniceus</i>       |
| Ring-billed gull         | <i>Larus delawarensis</i>        |
| Rock pigeon              | <i>Columba livia</i>             |
| Ruby-crowned kinglet     | <i>Regulus calendula</i>         |
| Ruddy duck               | <i>Oxyura jamaicensis</i>        |
| Sanderling               | <i>Calidris alba</i>             |
| Say's phoebe             | <i>Sayornis saya</i>             |
| Sharp-shinned hawk       | <i>Accipiter striatus</i>        |
| Song sparrow             | <i>Melospiza melodia</i>         |
| Spotted sandpiper        | <i>Actitis macularia</i>         |
| Spotted towhee           | <i>Pipilo maculatus</i>          |
| Steller's jay            | <i>Cyanocitta stelleri</i>       |
| Surf scoter              | <i>Melanitta perspicillata</i>   |
| Townsend's warbler       | <i>Dendroica townsendi</i>       |
| Turkey vulture           | <i>Cathartes aura</i>            |
| Varied thrush            | <i>Ixoreus naevius</i>           |
| Wandering tattler        | <i>Tringa incana</i>             |
| Western grebe            | <i>Aechmophorus occidentalis</i> |
| Western gull             | <i>Larus occidentalis</i>        |
| Western meadowlark       | <i>Sturnella vulgaris</i>        |
| California scrub-jay     | <i>Apelocoma californica</i>     |
| Western tanager          | <i>Piranga ludoviciana</i>       |
| White-crowned sparrow    | <i>Zonotrichia leucophrys</i>    |
| White-throated sparrow   | <i>Zonotrichia albicollis</i>    |
| Wilson's warbler         | <i>Wilsonia pusilla</i>          |
| Yellow-rumped warbler    | <i>Dendroica coronata</i>        |

## LIST OF WILDLIFE REFERENCED IN THE YERBA BUENA ISLAND HMP

| Common Name                | Scientific Name                         |
|----------------------------|-----------------------------------------|
| <b>Mammals</b>             |                                         |
| California mule deer       | <i>Odocoileus hemionus californicus</i> |
| California ground squirrel | <i>Spermophilus beecheyi</i>            |
| Feral (domestic) cat       | <i>Felis catus</i>                      |
| Harbor seal                | <i>Phoca vitulina richardsi</i>         |
| House mouse                | <i>Mus musculus</i>                     |
| Mexican-free tailed bat    | <i>Tadarida brasiliensis</i>            |
| Norway rat                 | <i>Rattus norvegicus</i>                |
| Pocket gopher              | <i>Thomomys bottae</i>                  |
| Raccoon                    | <i>Procyon lotor</i>                    |





# Treasure Island

COMMUNITY FACILITIES PLAN

MARCH 2011







## TABLE OF CONTENTS

|                                     |    |
|-------------------------------------|----|
| introduction .....                  | 1  |
| planning principles .....           | 3  |
| needs assessment summary.....       | 5  |
| existing facilities assessment..... | 13 |
| program recommendations .....       | 21 |
| conclusion .....                    | 29 |



# INTRODUCTION

**T**he development and growth of a new community into a welcoming and thriving place is directly connected to the presence of a number of essential elements. At the core of the community are the places people live – their homes – which provide them safe places for gathering, restoration, and retreat. Ideally, retail and employment opportunities are located nearby. However, the places and facilities that support the social, cultural and recreational needs of people are those that tie the entire community together. These community facilities include outdoor passive and active recreation areas, community gathering and wellness facilities, as well as facilities that support public safety, basic health and social services, education, arts, culture and places of worship.

This Community Facilities Plan builds upon the Community Facilities Needs Assessment prepared for TIDA to determine the proposed program, development requirements, and phasing plan for Treasure Island Community Facilities. The build-out of Treasure Island is expected to occur over the next 15 or more years and the needs of the community will evolve and mature over that time period. This document identifies a community facilities program that includes the reuse of existing buildings during the interim and that meets long term needs with the renovation of existing buildings and construction of new facilities. The Community Facilities Plan is organized as follows:

## **1. Planning Principles**

This section describes the planning principles that will guide the development of community facilities.

## **2. Needs Assessment Summary**

Overview of facility needs as identified in the Community Facilities Need Assessment.

## **3. Existing Facilities Assessment**

An analysis of existing facilities and the possibility for future use is summarized.

## **4. Program Recommendations**

This section outlines the community facilities proposed as part of the redevelopment of the Treasure Island and possible interim uses and the phasing of those facilities.

## **5. Conclusion**

Conclusion and an overview of next steps and ongoing planning process for development of the Community Facilities



# 1

## PLANNING PRINCIPLES

The following planning principles include specific principles from the 2006 Community Facilities Plan ("2006 Plan") as well as additional principles that reflect an evolution in thinking and design since the 2006 Plan was prepared. It is anticipated that these planning principles will be further refined as part of the community facilities planning process, and based on input from City staff.

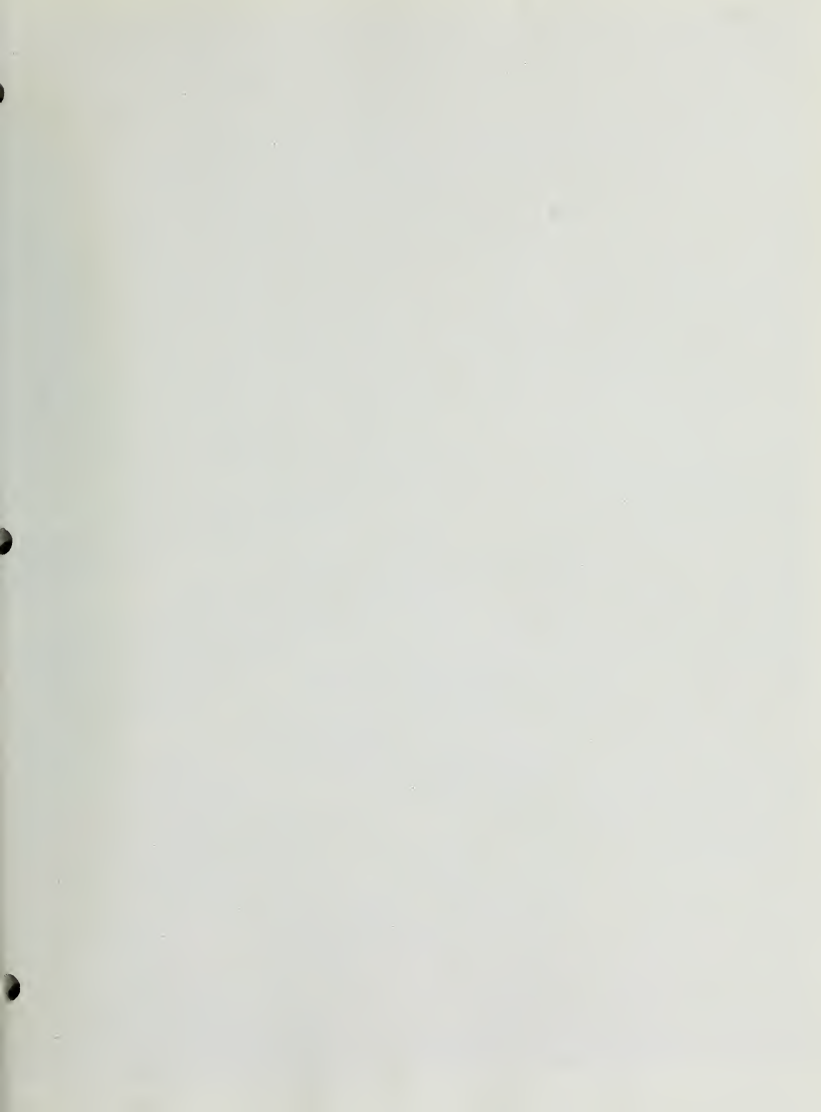
- The project will provide facilities to support a range of ages, household types and incomes, with a particular emphasis on providing the necessary amenities within reasonable walking distance to attract and retain residents and families.
- The community and its needs will evolve over time, and therefore the plan must be adaptable to future trends and needs. The residents will be encouraged and welcomed to participate in a process to refine the plan as needed.
- Existing community facilities will be retained in their existing locations as long as feasible.
- Infrastructure and public facilities as well as community, educational and open space facilities will be phased in over time and in scale with new development at points that support the population and household mix as it grows. Infrastructure and public facilities will provide continuous, reliable service to existing residents and businesses.
- The project will provide a community facilities program that includes the following components:
  - ✓ Public services facilities essential for public safety, services and operations of the Project.
  - ✓ Community spaces that accommodate the many diverse social functions of a viable and sustainable community.
  - ✓ Educational facilities to foster personal growth of residents, workers and visitors of all ages.

## PLANNING PRINCIPLES



- ✓ Open space and recreational facilities to provide an outstanding array of recreational opportunities for all ages.
- ✓ Integration of Job Corps into the Project for the mutual benefit of everyone.
- The provision of community facilities will support the ability of residents to experience a holistic, high quality of life, focused on healthy living, sustainability, and overall wellness.
- Facilities will be managed, programmed and maintained to foster inclusive and equitable access and enjoyment by all residents.
- The provision and dedication of community facilities will balance the needs of on-island residents with other facilities that will also serve the broader community.
- Community facilities will be located to optimize operation and maintenance costs, sustainability and overall accessibility, may include co-location of facilities, sharing of facilities and creating synergies of use when desirable.
- Community facilities will be developed to balance community needs with the need to achieve cost recovery in the provision of services.
- Community facilities will not duplicate facilities that are available regionally and can be reasonably accessed by island residents.
- Community facility design, mix, and location will take advantage of the site's natural beauty and promote a sense of place and community.







# 2

## NEEDS ASSESSMENT SUMMARY

A comprehensive Community Facilities Needs Assessment was prepared that analyzed the need for community facilities based upon the proposed housing mix, potential population of Treasure Island at full build out and the availability of regional facilities. Based on that analysis, a series of needs were outlined and related facilities were identified which should be phased in and completed prior to final build-out of the community.

This section summarizes:

- Demographics
- Regionally available facilities
- Needs Assessment

### DEMOGRAPHIC ANALYSIS

According to demographic analysis, the proposed mix of housing on Treasure Island will result in about 16,500 residents living on Treasure Island in the future<sup>1</sup>. The residents include diverse family types, and a mix of age groups and income levels. Approximately 30% of homes will be affordable. These homes will serve a wide variety of low-income and workforce populations, offering for-sale, senior and homeless/transitional housing units and affordable family rentals.

#### Resident Age Distribution

Table 1 illustrates the Island's anticipated age distribution of residents. The population mix will closely mirror that of San Francisco as a whole, with the Island having a slightly larger child population than San Francisco.

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1 The Concord Group, Sept. 20, 2010.

## NEEDS ASSESSMENT SUMMARY



Table 1: Demographic Analysis: Resident Age Distribution<sup>2</sup>

|              | Projected TI Mix |             | San Francisco |
|--------------|------------------|-------------|---------------|
| 0 to 5       | 1,179            | 7%          | 5%            |
| 6 to 13      | 1,728            | 10%         | 8%            |
| 14 to 18     | 917              | 6%          | 2%            |
| 19 to 35     | 3,462            | 21%         | 22%           |
| 36 to 44     | 2,872            | 17%         | 21%           |
| 45 to 64     | 4,565            | 28%         | 27%           |
| 64 and over  | 1,731            | 11%         | 15%           |
| <b>Total</b> | <b>16,455</b>    | <b>100%</b> | <b>100%</b>   |

### Households

Table 2 shows the percentage of household types and the total number of residents of each of these types anticipated in the Treasure Island community. It includes the percentage of these household types in San Francisco for comparison purposes.

Table 2: Demographic Analysis: Household Type

|                      | Projected TI Mix |             | San Francisco |
|----------------------|------------------|-------------|---------------|
| <i>Market Rate:</i>  |                  |             |               |
| Young Worker/Singles | 2,190            | 29%         | 48%           |
| Young Families       | 1,212            | 16%         | 7%            |
| Middle Aged Families | 748              | 10%         | 10%           |
| Older Generations    | 1,407            | 19%         | 34%           |
| <i>Affordable:</i>   |                  |             |               |
| Seniors - Authority  | 303              | 4%          | n/a           |
| Family - Authority   | 1,246            | 16%         | n/a           |
| Supportive Housing   | 435              | 6%          | n/a           |
| <b>Total</b>         | <b>7,540</b>     | <b>100%</b> | <b>100%</b>   |

### Regionally Available Facilities

Due to the unique location of the Island, consideration needs to be given to the balance of on-island facilities with those that are readily and easily accessible within the region. As part of this process, regionally accessible facilities were evaluated and included in the needs assessment. The number, variety and diversity of facilities found within a short distance of Treasure Island are considerable. This availability has been balanced with those needs which would help to meet the overall goals of the island, while striving not to duplicate facilities unnecessarily.

<sup>2</sup> The Concord Group, Sept. 20, 2010.

## NEEDS ASSESSMENT SUMMARY

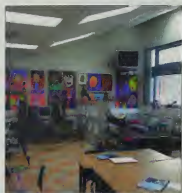
### Needs Assessment

For a successful community, a range of community facilities and amenities should be provided. To evaluate the community facility needs for Treasure Island, five categories of facilities were analyzed: Public Service Facilities, Community Spaces, Community Services and Amenities, Educational and Cultural Facilities, and Open Space and Recreation Facilities. Table 3 below indicates the type of facilities and the various community needs they meet.

**Table 3: Community Facilities and Needs**

| Facility                                         | Community Need(s) |            |                     |                 |        |                     |             |          |               |
|--------------------------------------------------|-------------------|------------|---------------------|-----------------|--------|---------------------|-------------|----------|---------------|
|                                                  | Recreation        | Open Space | Health and Wellness | Social Services | Safety | Community Gathering | Educational | Cultural | Entertainment |
| <b>1. Public Service Facilities</b>              |                   |            |                     |                 |        |                     |             |          |               |
| Police Services                                  |                   |            |                     | ■               | ■      |                     |             |          |               |
| Fire Services                                    |                   |            | ■                   | ■               | ■      |                     |             |          |               |
| <b>2. Community Space</b>                        |                   |            |                     |                 |        |                     |             |          |               |
| Community Center                                 | ■                 |            | ■                   | ■               |        | ■                   | ■           | ■        | ■             |
| Neighborhood Reading Room/Library                |                   |            |                     | ■               |        | ■                   | ■           |          | ■             |
| Senior/Adult Services                            | ■                 |            | ■                   | ■               |        | ■                   | ■           | ■        |               |
| Teen/Youth Centers                               | ■                 |            | ■                   | ■               |        | ■                   | ■           | ■        | ■             |
| Community Performance Space                      |                   |            |                     |                 |        | ■                   |             | ■        | ■             |
| <b>3. Community Services and Amenities</b>       |                   |            |                     |                 |        |                     |             |          |               |
| Health and Fitness Facilities                    | ■                 |            | ■                   |                 |        | ■                   |             |          |               |
| General Social Services/Family Services          |                   |            | ■                   | ■               |        |                     |             |          |               |
| Acute Health Care                                |                   |            | ■                   |                 | ■      |                     |             |          |               |
| Community Gardens                                | ■                 | ■          | ■                   |                 |        | ■                   |             |          |               |
| <b>4. Educational and Cultural Facilities</b>    |                   |            |                     |                 |        |                     |             |          |               |
| K-12 Schools                                     |                   |            |                     |                 |        |                     | ■           |          |               |
| Childcare                                        |                   |            |                     | ■               |        |                     | ■           |          |               |
| Faith Facilities                                 |                   |            |                     | ■               |        | ■                   |             |          |               |
| <b>5. Open Space and Recreational Facilities</b> |                   |            |                     |                 |        |                     |             |          |               |
| Regional Sports/Recreation Fields                | ■                 | ■          | ■                   |                 |        | ■                   |             |          |               |
| Neighborhood Parks and Pocket Parks              | ■                 | ■          | ■                   |                 |        | ■                   |             |          |               |
| Dog Park                                         | ■                 | ■          |                     |                 |        | ■                   |             |          |               |
| Skate Park                                       | ■                 |            |                     |                 |        | ■                   |             |          | ■             |

## NEEDS ASSESSMENT SUMMARY



### Public Service Facilities

Two critical facilities are identified for Public Services: Police and Fire services. The facilities will be managed by the City of San Francisco and will be developed specifically to serve the Treasure Island Community. As core community services, there is an opportunity to co-locate these services and to provide a civic hub on the island. The actual size and program for these facilities is under development.

### Community Space

A broad number of facilities were evaluated to serve all different ages and abilities of future residents, including youth, teen and senior facilities. In general, Community Spaces provide opportunities for community members to gather, celebrate, to participate in programs, to learn and interact. Specific facilities can include a community room (for wedding receptions, meetings, parties, community gatherings, etc.), classrooms, reading room, senior lounge, and youth and teen space.

A community center which contains most if not all of these spaces in a centralized location is recommended. A centralized facility has the benefit of helping to create a sense of community and a core of activity and offers the ability to serve more needs with less square footage by efficiently scheduling and programming the space. In addition, there is a positive effect of the interaction of different ages, and interests that would be lost in separate facilities. In addition, if provided in separate spaces, the overall square footage requirements would increase substantially. It may be desirable to offer older teens a separate facility that offers a safe and welcoming place with a greater sense of independence which could be located in the retail core.

Active recreation spaces, such as exercise and weight rooms, can be paired with community spaces, but the building must be carefully designed to address the different noise levels, schedules and use requirements.

### Community Services and Amenities

Community Services include more service-oriented uses including health and fitness facilities, acute health care, social services space and community garden(s). These facilities will be important to serve community members and provide a well rounded set of facilities targeted to mental health, physical health and overall livability.

The health and fitness facilities could, depending on the final design of the development, be co-located effectively with more active park and recreation spaces or incorporated into the retail area. Acute health care needs may be provided by traditional health care service providers through a satellite facility in the commercial zone, in partnership with one of the TIHDI service providers, or it could be co-located with other public safety facilities such as the Fire Station.

## NEEDS ASSESSMENT SUMMARY

### Educational and Cultural Facilities

Providing a range of educational and child focus facilities on the Island will be important to support the large number of children and families that are anticipated. It is understood that many families will choose to use facilities off the Island, but providing opportunities for a percentage of them is important. Renovating the existing elementary school and providing licensed child care are two primary facilities for consideration. In addition, facilities to enhance the cultural amenities on the island are important, including a location for non-denominational worship and gatherings.

A childcare facility needs to be located in a visible, but safe location that is also convenient for parents to pick up and drop off their kids. It also must have easy access to outdoor spaces. This type of use can be a stand alone facility or developed with Community Spaces if the correct level of space and outdoor area can be identified.

### Open Space and Recreational Facilities

Recreational space for residents will be provided through the extensive provision of open space and developed parks. Areas for children's play areas, active sports such as soccer and baseball, passive activities such as pick up frisbee, picnics and walking should be provided. In addition, providing space for a dog park and a skate park should be considered.





## NEEDS ASSESSMENT SUMMARY

### Summary of Community Facility Needs

Table 4 summarizes the community facilities needs identified in the Needs Assessment.

**Table 4: Community Facility Needs**

|                                                                 | Community Needs                                                                                                                                  |
|-----------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>A. Public Service Facilities</b>                             |                                                                                                                                                  |
| Police Services (approximate)                                   | 5,000 sf                                                                                                                                         |
| Fire Services (approximate)                                     | 10,000 sf                                                                                                                                        |
| <b>B. Community Spaces</b>                                      |                                                                                                                                                  |
| Community Center                                                | 20,000 gsf                                                                                                                                       |
| Neighborhood Reading Room/Library                               | 1,000 sf                                                                                                                                         |
| Senior/Adult Services                                           | Included as part of Community Center                                                                                                             |
| Teen/Youth Centers                                              | Included as part of Community Center                                                                                                             |
| Outdoor Community Performance/Gathering Space                   | Small to medium events (approx. 20,000 – 30,000 square feet)                                                                                     |
| <b>C. Community Services and Amenities</b>                      |                                                                                                                                                  |
| Health and Fitness Facilities (If not part of Community Center) | 9,500 gsf                                                                                                                                        |
| General Social Services/ Family Services                        | 12,000 sf                                                                                                                                        |
| Acute Health Care                                               | 2,000 sf                                                                                                                                         |
| Community Gardens Plots                                         | 200 – 400 plots serving 5% of the total # of households. Each plot approximately 100 sf, plus circulation and amenities – total of approx 1 acre |
| <b>D. Educational and Cultural Facilities</b>                   |                                                                                                                                                  |
| K-8 School(s)                                                   | 45,000 sf                                                                                                                                        |
| Center-Based Childcare                                          | 240 children - Approx. 12,000' sf and 18,000' sf of outdoor space                                                                                |
| Family-Based Childcare                                          | 40 - 50 kids at 10 sites                                                                                                                         |
| Faith Facilities                                                | Chapel                                                                                                                                           |
| <b>E. Open Space and Recreational Facilities</b>                |                                                                                                                                                  |
| Regional Sports/Recreation Fields                               | 40 acres                                                                                                                                         |
| Neighborhood Parks and Pocket Parks                             | 80 acres                                                                                                                                         |





## EXISTING FACILITY ASSESSMENT

3

**P**roviding the appropriate mix and type of community facilities for Treasure Island residents and visitors can happen in a number of ways. It is anticipated that to meet all the needs, there will be a combination of building reuse and new facility development.

Treasure Island currently has a robust number of existing facilities and operators that can serve the growing population during development and at final build out. Treasure Island development will occur over 15 years or more - building up to a full community of 16,500 people. In the interim, community needs must be addressed at each phase to help establish a sense of community and quality of life which will be a hallmark of the Island.

Table 5, on the following page, summarizes the existing buildings that could be effectively used for community facilities and indicates when they may go offline to make way for a new phase of development. It should be noted that some buildings will not be used exclusively for community facilities but may also meet other critical needs for the development. This is particularly true for Building One. A narrative of how these facilities are currently utilized and other community operations are managed follows.

## EXISTING FACILITY ASSESSMENT

Table 5. Existing Buildings to be Utilized

|                                      | Phase I                      | Phase II | Phase III   | Phase IV    |        |
|--------------------------------------|------------------------------|----------|-------------|-------------|--------|
| Police                               | Retained                     |          |             | See Table 6 |        |
| Fire Station                         | Retained                     |          |             | See Table 6 |        |
| Building One                         | Retained                     |          | Renovation* |             |        |
| Building Three                       | Retained                     |          | Renovation* |             |        |
| Gymnasium                            | Retained in Current Location |          |             |             |        |
| Ship Shape Community Center          | Retained                     |          |             | See table 6 |        |
| Child Care Center                    | Retained                     |          | See table 6 |             |        |
| Elementary School/ Boys & Girls Club | Retained                     |          | Rehabbed**  |             |        |
| Life Learning Academy                | Retained in Current Location |          |             |             |        |
| Chapel                               | Retained in Current Location |          |             |             |        |
| Casa de la Vista                     | Retained                     |          |             | Removed     |        |
| Estimated Households                 | 1,125                        | 2,165    | 2,595       | 4,360       | 7,540  |
| Est. Number of People                | 2,600                        | 5,000    | 6,000       | 10,000      | 16,500 |

\*Timing of renovation subject to final community facility/commercial program.

\*\*Timing of rehab subject to decision to locate K-8 school on the Island.

### Police Services

Currently, the police are served out of Building One. The space accommodates approximately 10 full-time staff. The uses in Building One are expected to remain in place until renovation of the Building occurs, the timing of which is subject to the final community facility/commercial program. A separate police/fire station will be developed as part of the project.

### Fire Station

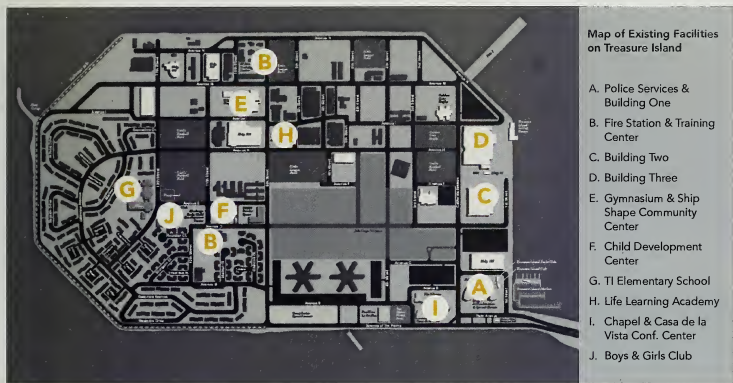
The existing Treasure Island fire station is located on the western side of the island near the school and child care center. This portion of the island will be transformed into open space in Phase IV of the development. A separate police/fire station will be developed as part of the project.

### Building One

Building One, measuring approximately 150,000 square feet, offers the opportunity to serve a broad spectrum of uses on Treasure Island. Its current design and location at the entrance to the Island – adjacent to the multi-modal transportation hub – makes it particularly attractive to both resident and visitor serving uses. As the gateway to Treasure Island, residents would naturally be drawn to this facility and many of the identified needs for the Community Center are well suited for this building.

Currently, Building One is used by a number of organizations for office space and offers rental space for events in the main lobby. The primary challenge of locating the Community Center spaces in Building One is providing appropriate access, the ability

## EXISTING FACILITY ASSESSMENT



to group uses, the level of building renovation and costs necessary to provide the uses, and the ability to phase the renovation of the Building. Spaces currently occupied by building tenants appear to be readily adaptable; however, much of the square footage of the building is not being used and would require substantial renovation.

### Building Three

Building Three, measuring approximately 145,000 square feet currently provides space for film crews and for occasional large scale concerts and events. Building Three could serve as a location for the Community Center spaces identified in the Needs Assessment. The current configuration of Building Three includes a large clear space as the center core of the Building with a smaller "skirt" building around the perimeter of the core. The smaller "skirt" building, particularly the area to the northeast, may be adaptable as a community center. There is an entrance and lobby area, ample space for the various identified needs, and a number of smaller spaces that may be appropriate for classrooms, fitness spaces and other community spaces. In addition, the Building Three skirt could accommodate a health clinic and pharmacy. Considerations include the renovation costs, the ability to introduce new windows and daylighting into a historic building, the ability to renovate the skirt building independent of the larger core, and how well the space can be configured to allow for internal circulation and privacy concerns if used for health related uses.

Building Three also provides a unique and exciting opportunity for the provision of many of the active recreation items or commercially-operated recreation facilities including indoor soccer, a climbing gym, indoor basketball, etc. A model may be the Bladium in Alameda which boasts a 120,000 square foot facility serving leagues and community members for

## EXISTING FACILITY ASSESSMENT



a fee. That facility provides a range of activities including indoor soccer fields, climbing walls, indoor skating, basketball, fitness classes, boxing, volleyball and more. In addition, it holds birthday parties, events and has a restaurant and bar as part of the facility. A more detailed needs and demand analysis should be completed as well as more specific discussions with potential operators. It must be determined what the feasibility of a regional serving facility like this would be on Treasure Island.

### Gymnasium

The existing gymnasium, currently operated by the YMCA, will be retained to serve as the hub of the Island's identified need for a health and fitness facility. The current facility includes a large gymnasium, racquet ball courts, a weight room, and exercise machines. As described in the Open Space Plan, the gym will be immediately adjacent to the sports park planned for the Island. As the retail center or the core of Building Three is developed/renovated, other commercial opportunities for health and fitness facilities may emerge if operators determine they are financially feasible enterprises.



### TI Elementary School

The Treasure Island School will be retained as a K-8 School and it is expected that the school will remain closed until the population is sufficient, and San Francisco Unified School District makes the decision to reopen the facility. In the interim, it may be a possible to utilize classrooms for community classes, small meetings and other community program uses.

### Treasure Island Child Development Center

Treasure Island currently has a center-based childcare facility located in the center of the Island adjacent to the existing elementary school operated by Catholic Charities CYO. The Center provides infant, toddler and pre-school programs to residents. The Needs Assessment identified the need for 13,500 sq ft of center-based child care and ten family-based childcare facilities. This facility will be retained until the site is redeveloped pursuant to the approved plan. At that time, the childcare facility would be relocated. The final determination of location will be determined at major Phases Application as outlined in Section 5. The housing program consists of a variety of unit sizes and locations. It is anticipated that there will be at least ten units that meet the requirements for family-based childcare as determined in the Needs Assessment (See Appendix).



### Life Learning Academy

The Life Learning Academy (LLA) is a non-residential high school operated by the Delancy Street Foundation. LLA is designed to help reduce youth incarceration and recidivism for at-risk juveniles. LLA will be retained in its existing location and will continue to provide education opportunities for at-risk youth from the larger San Francisco Community.



## EXISTING FACILITY ASSESSMENT

### The Treasure Island Boys and Girls Club

The Boys and Girls Club uses space at the existing elementary school for operation of its program. The school will be retained and the Boys and Girls Club is expected to retain the relationship it currently has with the Treasure Island Development Authority and the school for the foreseeable future. This facility is expected to directly address the needs of youth on the Island. The Boys and Girls Club works in partnership with the YMCA to supplement space needs and utilizes the Gymnasium for larger events and active programs.

### Chapel

The existing Chapel currently hosts a number of community events, particularly weddings, and will be retained. The Chapel could readily address the faith needs of the island identified in the Needs Assessment particularly with the development of appropriate storage for different on-island organizations who will use it. It will be scheduled to provide fair access to interested faith-based groups, as well as other functions such as weddings and memorial services.

### Treasure Island Sailing Center

The San Francisco Sailing Center, a non-profit organization, operates a number of programs on Treasure Island for youth to learn the sport of sailing by providing instruction, facilities and programs for people of all socioeconomic backgrounds and skills.

### Treasure Island Museum

The Treasure Island Museum Association currently hosts exhibits in Building One and provides ongoing stewardship for the Treasure Island History and existing artifacts.

### Casa de la Vista

The Casa provides rental spaces for a wide variety of private events such as weddings, parties and meetings. It offers excellent views of San Francisco, seating for up to 180 people and an outside patio. It is currently operated by Wine Valley Catering. The Casa is expected to be retained until the earlier of: i) an operator is identified and the site is necessary for the development of the hotel; ii) demolition of the facility is necessary to implement the infrastructure program; iii) a suitable community space is developed that serves a comparable function; or iv) the site is necessary for completion of the development program.

### Treasure Island Pavilion

The Pavilion, a special events facility operated by a joint venture between Wine Valley Catering and TIHDI, is expected to stay in its current location until infrastructure or permanent development requires it to move. The Pavilion is likely to require an interim location before a final location can be provided. TIDA intends to work with Wine Valley Catering to help address costs related to relocating this facility.



## EXISTING FACILITY ASSESSMENT



### Treasure Island Homeless Development Initiative (TIHDI)

TIHDI, and its member organizations, provides a range of housing and social services to formerly homeless individuals and families on Treasure Island. Programs include managing 250 housing units, providing housing placement services, case management, employment and financial counseling and support, and food distribution. To provide these programs, TIHDI utilizes a number of facilities on Treasure Island including the Ship Shape Community Center, Building One and a number of portable buildings on the Island. In addition, TIHDI partners with the Boys and Girls Club and YMCA for programs operated at the elementary school and the gymnasium. TIHDI will continue to be an important partner and program operator as the Island is developed. Existing programs are expected to be accommodated in service space within the new housing, Building One and with other facilities discussed in this document.

### Ship Shape Community Center (SSCC)

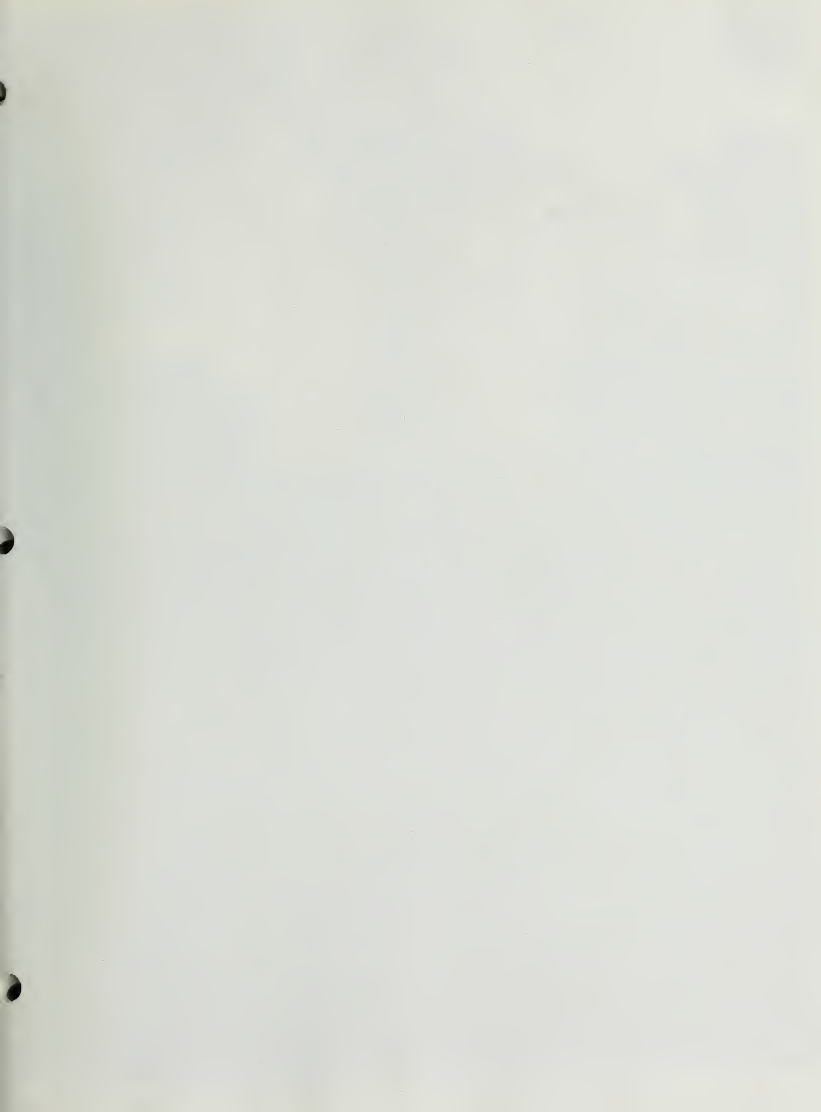
TIHDI operates the SSCC, which it renovated in 2002. The SSCC hosts community meetings, events, the TIHDI food pantry program, and a business assistance program. The facility is expected to be retained for the early phases of development and will ultimately be replaced by the community center and TIHDI service space. The SSCC is available for use by Treasure Island related organizations and residents.

### Sports and Recreation Fields

Treasure Island has three little league fields, and four soccer and football fields available for residents and community members. In addition outdoor basketball courts and play areas are available for community members. These amenities will be retained as long as possible during development.

### Great Lawn and Picnic Areas

On the western side of the island there is a large open lawn with picnic facilities that is used for community events. This area is expected to be redeveloped during first two phases of the project..





## PROPOSED PROGRAM

The following program sets forth the approach that Treasure Island Community Development ("TICD") proposes to meet the Needs identified in the Needs Assessment and summarized in Table 2 of this document. The program outlines how the various needs can be met with a blend of existing buildings and new facilities. The final community facility program will be dependant upon detailed analysis of the spaces within the existing buildings, the costs for rehabilitation, and how the proposed uses fit into the overall plans for Treasure Island.

Table 4, on the following page, outlines how the plan will address the Needs with additional details about each building character, proposed use and interim location during development. A narrative of these recommendations follows.

## PROPOSED PROGRAM

Table 6. Proposed Community Facility Program

| Building Facilities                                           | Recommended Square Footage       | Current Location                  | Proposed Location/Facility             |
|---------------------------------------------------------------|----------------------------------|-----------------------------------|----------------------------------------|
| <b>1. Public Service Facilities</b>                           |                                  |                                   |                                        |
| Police Services                                               | 5,000 sf                         | Existing Facility                 | New Facility                           |
| Fire Services                                                 | 10,000 sf                        | Existing Facility                 | New Facility                           |
| <b>2. Community Spaces</b>                                    |                                  |                                   |                                        |
| Community Center Spaces                                       | 20,000 sf                        | Ship Shape Community Center       | In Building 1 or 3                     |
| Neighborhood Reading Room/Library                             | 1,000 sf                         | In Building 1                     | In Building 1 or 3                     |
| Senior/Adult Services                                         | In Community Center              | Ship Shape                        | In Building 1 or 3                     |
| Teen/Youth Center                                             | In Community Center              | Boys and Girls Club               | In Building 1 or 3                     |
| Outdoor Community Performance/Gathering Space                 | Outdoor Small/ Medium Space      | Great lawn and the Casa           | New Facility                           |
| <b>3. Community Services and Amenities</b>                    |                                  |                                   |                                        |
| Health & Fitness Facilities (If not part of community center) | 9,500 sf                         | Gymnasium                         | Existing Gymnasium                     |
| General Social Services/ Family Services (THIDI Activities)   | 12,000 sf                        | Existing THIDI facilities         | In Building 1 or 3; Within New Housing |
| Acute Health Care                                             | 2,000 sf                         | None                              | New Facility                           |
| Community Garden Plots                                        | 200 – 400 plots                  | None                              | Urban Farm                             |
| <b>4. Educational and Cultural Facilities</b>                 |                                  |                                   |                                        |
| K-8 School                                                    | 45,000 sf                        | Building exists, not in operation | Existing School Building               |
| Center-Based Childcare                                        | 13,500 sf<br>18,000 sf (outdoor) | In existing facility              | In Building 1,3, or New Facility       |
| Family-Based Childcare                                        | 10 sites                         | None                              | In Housing                             |
| Faith Facilities                                              | 8,000 sf                         | Chapel                            | Chapel                                 |
| <b>5. Open Space and Recreational Facilities</b>              |                                  |                                   |                                        |
| Regional Sports/Recreation Fields                             | 40 acres                         | Existing Facilities               | New Facilities                         |
| Neighborhood Parks and Community Parks                        | 80 acres                         | Existing Facilities               | New Facilities                         |

## PROPOSED PROGRAM

### 1. Public Service Facilities

TICD will construct approximately 15,000 square feet of space for a joint police and fire station that was identified in the Needs Assessment. The actual building program will be refined with the City's Office of Emergency Services and Homeland Security (OES/HS), and other responsible Departments to ensure the facility can provide the appropriate level of service and safety for the Island. The joint facility will provide a single, central location for safety, emergency, and fire services. The land use plan for the Island has identified urban core as the preferred location for the facility which will serve as a center piece to the Emergency Response Plan for Treasure Island and Yerba Buena Island.



### 2. Community Spaces

The Needs Assessment identifies approximately 21,000 square feet of Community Center Space, which includes a community center, neighborhood reading room, and space for seniors and teens. The final location is expected to be either Building One or Building Three. As part of the First Major Phase Application and Approval (as set forth in the Design Review and Document Approval Process - attached to the DDA), TICD will provide an analysis and cost estimate for the renovations required to adapt each building to the proposed uses and based on that analysis will make a space recommendation for TIDA's approval.

As part of the 2006 Plan, TICD committed to provide 13,500 square feet of community space. At TIDA's election, TICD will either provide this community space – pursuant to the process noted above – or will pay a fee to TIDA not to exceed \$9.5 million, adjusted for inflation – paid in equal installments at the approval of the first Sub-Phase within each Major Phase of the project.

### 3. Community Services and Amenities

Approximately 21,000 square feet of space was identified in the Needs Assessment for social services, fitness spaces and acute health care. These uses will be accommodated in several different facilities. Approximately 3,100 square feet of Social Service space is expected to be operated by TIHDI and continue to be located in Building One. The remainder of the Social Service space will be distributed within the new affordable housing buildings. The Health and Fitness programs are expected to be operated within the existing gymnasium – which will be retained as part of the development – and the adjacent park and open space facilities.

Acute health care needs are expected to be addressed via one of several possible options, which include: i) a shared clinic with the Job Corps facility; ii) a third-party operator of a on-site clinic/urgent care facility; iii) service from one of the TIHDI member organizations – which may be housed in the ground floor of one of the TIHDI housing facilities; or iv) a space incorporated into the joint police/fire station. The facility need is estimated to be approximately 2,000 sf. This space will be designed to support and temporary stabilize



## PROPOSED PROGRAM



patients in the event they cannot be immediately transported to San Francisco or the East Bay. The joint location is designed to leverage 24 hour operation and existing medical staff. The final determination of size, operation and location will be made with the City.

### 4. Educational and Cultural Facilities

TICD has committed \$5 million, to provide for the rehabilitation/renovation of the existing school to serve the identified need for an Education facility for K-8 students. In addition, the Project is expected to generate approximately \$30 million in school impact fees and Tax Increment Pass through payments to provide for the educational needs of Island residents. The decision to open the school (or provide alternative education opportunities such as a charter school) will be made in conjunction with the San Francisco Unified School District and the Treasure Island Development Authority. If a decision to open a school has not been made by the time the 5,000<sup>th</sup> residential unit has been occupied, TICD will meet with TIDA to determine how the \$5 million commitment will be utilized as part of the community facility program.

The existing child care facility will be retained until such time as the site is needed to implement the approved redevelopment plan. At the time, it is expected that child care uses will be relocated to renovated space in either Building One or Building Three. As part of the 2006 Plan, TICD committed to provide 7,500 square feet. of indoor space and 7,500 square feet or outdoor space for child care. TICD is obligated to provide this space, or at the election of TIDA, provide funding equal to \$2.5 million, payable no later than the first approved Sub-Phase within Major Phase Three.

To meet the faith needs identified in the needs assessment, TICD has committed to retain the existing chapel in its current location.

### 5. Open Space and Recreational Facilities

Treasure Island will offer a wealth of open space and park amenities to residents and visitors. Over 200 acres of the Island will be dedicated to parks and open space, including areas dedicated as Regional Sports/Recreation Fields, Neighborhood Parks and Community Parks. This rich mix of cultural, active and passive park space will offer a green oasis for the City of San Francisco and Treasure Island residents. A brief summary of selected elements of the parks and open space program is provided below - for a full description of the Parks and Open Space - all of which are provided by TICD - refer to the Treasure and Yerba Buena Island Open Space Plan attached to the DDA. The timing for the construction of the various open space and park features is generally related to the timing of the adjacent development and is outlined in the Schedule of Performance attached to the DDA.

#### Neighborhood Parks

The purpose of neighborhood parks is to provide access to recreation amenities that should be available close to home. Through careful planning, neighborhood park needs

## PROPOSED PROGRAM

can be well served on Treasure Island and TICD is committed to provide these neighborhood parks in conjunction with the adjacent vertical development. The following outlines how Neighborhood Park needs will be accommodated.

### *Cityside Pocket Parks*

These parks are a primary neighborhood park resource. These total 2 acres and include 7 parks (approximately 0.2 acre each).

Each of these parks could accommodate a small play area for 0-5 years, a small open turf area, and seating or picnic space. These play areas could serve the needs of licensed family day care residences located in the Cityside area, which need direct access to outdoor play elements, as well as neighborhood needs.

### *School Open Space*

There is approximately 5 acres of usable open space that could provide shared recreation space and neighborhood park needs.

### *Eastside Commons*

This string of parks equals 3 acres of park space which can be designed to accommodate some community recreation needs. This site could be designed with larger nodes to accommodate play areas for 0-5 years, basketball half courts, picnic areas, seating, and the like.



## PROPOSED PROGRAM



### **Community Park Needs**

Community Parks serve the larger community and are typically much larger in scale and can be located at more centralized locations. The following outlines how community park needs are proposed to be accommodated on Treasure Island.

#### *Cityside Waterfront Park*

Cityside Waterfront Park provides 20 acres of pathways, art areas, seating and gathering areas. This Park will serve an important informal recreation and passive recreation need for residents and visitors. Areas within the park will be maintained as open turf for pick up games like frisbee or soccer and offer space for picnicking, walking, running and other similar activities. Small to medium events may also be accommodated in this park.

#### *Sports Park*

To meet a broad range of active, formal recreation needs, a 40 acres sports park is envisioned which can incorporate community-serving elements. The sports park should accommodate some neighborhood and community needs, especially to serve the Eastside Commons neighborhood. Although the sports park is likely to be operated by a concessionaire, it is expected that it will be accessible without an admission fee for residents. In addition, broader regional needs can be addressed with the Sports Park. Amenities should include: 2 multiuse fields, baseball and little league fields, 1-2 basketball courts, picnic area, and play areas for 0-5 years and 5-12 years.

#### *Eastern Shoreline Park*

This includes 7 acres which can incorporate some neighborhood and community-serving needs. If all of the above amenities cannot be accommodated in the Sports Parks, the following should be considered for Eastern Shoreline Park, including open turf area, basketball court or half court, picnic area, and play areas for 0-5 years and 5-12 years.

#### *Yerba Buena Island's Hilltop Park*

This includes 6 acres of community-serving parkland. This park could incorporate community and neighborhood serving elements, such as a 2-12 years play area, open turf, and picnic tables and benches.

### **Additional Facilities**

The Development Plan has outlined a series of additional facilities that will directly contribute to the provision of community facilities, programs and services on Treasure Island. The following is a brief summary of these facilities and the needs they will serve.

#### **Marina Plaza**

At the intersection of Building One, the proposed new retail street, and Clipper Cove, TICD will develop a Marina Plaza which is designed to serve as both an entertainment space and a place for social gathering. With views overlooking Clipper Cove toward Yerba

## PROPOSED PROGRAM

Buena Island, it can also provide an ideal location for outdoor cafes, seating and exterior retail kiosks.

### Urban Agricultural Park

The Open Space Plan for Treasure Island includes an Urban Agricultural Park - the "urban Farm". Urban farms provide fresh food and educational and environmental benefits to the local community. As part of the Treasure Island Urban Farm, space will be designated to accommodate community gardens and other uses that may include demonstration gardens, food stands, community-supported agriculture memberships (CSAs), children's gardens, cooking classes and food education, and gardening skills development. TICD is providing the site improvements to render the site suitable for the operation of the farm, with the understanding the operation will be conducted by a 3<sup>rd</sup> party operator or non-profit organization. Approximately one acre of the Urban Farm is expected to be dedicated to community gardens. Approximately 3-5 acres are expected to be dedicated to TIHDI.



### Environmental Learning Center

As part of the development TICD will provide a site within the open space program to create an environmental learning center on the Island. It is anticipated that the Learning Center will start as interpretive signage in the early phases of the project - centered in the core area in and around Building One. Once the Open Space program has been substantially completed, there may be the opportunity to locate a more substantial Center to help with interpretation and understanding of the ecological resources on Treasure Island.

### Treasure Island Sailing Center

TICD, in conjunction with the Treasure Island Sailing Center, have identified a pad on the southeast portion of Treasure Island that TICD will provide to the San Francisco Sailing Center to continue its operation at Treasure Island.

### Treasure Island Museum

TICD and the Treasure Island Museum Association will identify a space that is suitable to meet the programmatic and visitor needs necessary to create a viable museum operation. This space is expected to be located in Building One but could be accommodated in other locations acceptable to TCD and the Treasure Island Museum Association.

### Life Learning Academy

The Life Learning Academy will be retained in its existing location and will continue to provide education opportunities for at risk youth from the larger San Francisco Community.



## CONCLUSION

Treasure Island will become a vibrant and dynamic community with a mix of housing, diverse community members and a unique and beautiful location on the San Francisco Bay. The provision of community facilities to support and to enhance the development will be an essential piece of the success of this project.

The Community Facility Plan along with the Needs Assessment provides clear direction and information to help guide the development of these facilities. In large part these needs will be able to be met with a strategic and careful reuse of existing buildings and the development of a few new buildings. In addition, new park land will provide extensive opportunities for the residents and visitors to explore and experience the outdoors on Treasure Island.

The next step to make the Community Facilities plan a success is to identify operators for the various facilities, functions and programs and to ensure that the proposed space program will meet their business models while serving the needs of all the island residents equitably. This includes considering potential operation and maintenance costs and possible revenue streams.

As the development proceeds over the next 20 years, the community will be an important part of informing refinements to this proposal and in creating the right facilities for their needs. Interim uses will be evaluated at each key phase and means of transitioning to permanent uses as the population and demand grows. TIDA will work closely with the City to develop an effective process for this ongoing evaluation of community facility needs and commit to engaging the Community throughout this process.

Specifically, the refinement of Community Facilities Program will mirror the Major Phases Application timeline outlined in the Design Review and Document Approval Procedure (DRDAP). The community facilities process will be informed by a Master Planning Committee that includes on-island stakeholders such as homeowners, business operators, community groups, and TIHDI. Changes and refinements to the community facilities plan will be guided by the principles outlined within this document and by the developer's obligations specified in the DDA.

## **TREASURE ISLAND COMMUNITY FACILITIES**

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### **Draft Needs Assessment**

February 1, 2011

Prepared by





## **1. Introduction**

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The development and growth of a new community into a welcoming and thriving place is directly connected to the presence of a number of essential elements. At the core of the community are the places people live – their homes – which provide them safe places for gathering, restoration, and retreat. Ideally, retail and employment opportunities are located nearby. However, the places in between and the facilities that support the social, cultural and recreational needs of people are those that tie the entire community together. These community facilities include amenities for outdoor passive and active recreation, community gathering and wellness as well as facilities that support public safety, basic health and social services, education, arts, culture and places of worship.

Although all communities are unique, the Treasure Island and Yerba Buena redevelopment project (the “Project”) presents some special challenges in planning for a successful community and in understanding the appropriate level and mix of community facilities. These challenges stem from the fact that the proposed Project is a high density, pedestrian-oriented development on an island in the middle of the San Francisco Bay, with fairly limited access to regional amenities. In addition, the mix of market rate and affordable housing creates a diverse community of about 16,500 people that may have an equally diverse set of needs that must be accommodated as part of a the planning process<sup>1</sup>. These factors make the future Treasure Island community less comparable either to other San Francisco neighborhoods or to other small cities.

This Needs Assessment includes key principles that guide the community facilities planning process and an evaluation of the trends affecting community facilities planning. To ensure the Final Community Facility Plan meets the specific needs of the Treasure Island Community, a needs assessment is presented for the core facilities that typically comprise the elements of a Community Facilities Plan. Due to the Island’s special community characteristics, standard trends and metrics will not always adequately reflect community facility needs for the Project. Additional considerations were evaluated during the development of the Needs Assessment, including but not limited to, access to regional facilities, special requirements for the location and expected population, and the need of facilities to provide an adequate quality of life. The report is structured in the following manner:

### **1. Introduction**

This section provides a definition of community facilities, and discusses their important role in a healthy and vibrant community.

### **2. Planning Principles**

This section describes a series of project-specific planning principles.

### **3. Overall Trends in Community Facilities Planning**

This section provides a discussion of industry-wide trends in conceptualizing and programming community facilities.

### **4. Demographics**

This section provides a summary profile of potential residents, including family types and age ranges.

### **5. Community Facility Needs Assessment**

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<sup>1</sup> The Concord Group, Sept. 20, 2010. The Project’s EIR uses more generalized method and estimates over 18,000 people.

## TREASURE ISLAND COMMUNITY FACILITIES Needs Assessment

This section provides a needs assessment for a range of community facilities that might typically be found in a community the size of Treasure Island. This discussion includes what is typically needed in any given facility and the typical metrics for those facilities. Since metrics from various sources are included, they may differ in their recommendations.

### 6. Summary of Facility Needs

This section provides a table that summarizes the needs identified in Section V.

## 2. Planning Principles

The following planning principles include specific principles from the 2006 Community Facilities Plan (prepared and attached to the Treasure Island Term Sheet) as well as additional principles that reflect the evolution of the Project since the 2006 Plan was developed. These principles provide the criteria for the recommendations set forth in this Plan.

- The Project will include facilities that support a range of ages, household types and incomes, with a particular emphasis on providing community amenities within reasonable walking distance to attract and retain residents and families.
- The community and its needs will evolve over time, and therefore facilities must be adaptable to future trends and needs. The residents are encouraged and welcomed to participate in a process to refine the plan as needed.
- Existing community facilities will be retained in their existing locations as long as feasible.
- Infrastructure and public facilities as well as community, educational and open space facilities will be phased in over time and in scale with new development at points that support the population and household mix as it grows. Infrastructure and public facilities will provide continuous, reliable service to existing residents and businesses.
- The community facilities program includes the following components:
  - ✓ Public service facilities essential for public safety, services and operations of the Project.
  - ✓ Community spaces that accommodate the diverse social functions of a viable and sustainable community.
  - ✓ Community services and amenities necessary for healthy living for the residents, workers and visitors.
  - ✓ Educational facilities to foster personal growth of residents, workers and visitors of all ages.
  - ✓ Open space and recreational facilities that provide an outstanding array of recreational opportunities for residents and the regional community of all ages.
- The provision of community facilities that support the ability of residents to experience a holistic, high quality of life, focused on healthy living, sustainability, and overall wellness.
- Facilities will be managed, programmed and maintained to foster inclusive and equitable access and enjoyment by all residents.

## TREASURE ISLAND COMMUNITY FACILITIES

### Needs Assessment

- The provision and dedication of community facilities will balance the needs of on-island residents with other facilities that will also serve the broader community.
- Community facilities will be located to optimize operation and maintenance costs, sustainability and overall accessibility, may include co-location of facilities, sharing of facilities and creating synergies of use when desirable.
- Community facility design, mix, and location will take advantage of the site's natural beauty and promote a sense of place and community.
- Community facilities will be developed to balance community needs with the need to have a level of cost recovery in the provision of services.
- Community facilities will not duplicate facilities that are available regionally and can be reasonably accessed by island residents.

### 3. Overall Trends In Community Facilities Planning

Below is a discussion of some the key industry-wide, national trends in community facilities provision and programming. These trends provide context for the provision of community facilities on Treasure Island<sup>2</sup> in the future.

#### The Outdoor Life Style

According to the Outdoor Industry Association, approximately 311 million people or an average of 18% of the population participate in outdoor activities in America today. These activities promote wellness, social interaction, and a connection to the outdoors. The need for flexibility in recreation programs, as adults find less and less time to participate in recreation, as well as the need to provide opportunities for stress release are two critical factors that need to be considered in the provision of outdoor activities.

As evidence of the popularity of outdoor activity, despite the recent economic downturn, retail sales of sporting goods products (equipment, footwear, clothing, and recreational transport) still represented consumer expenditures of over \$37.7 billion nationally in 2009<sup>3</sup>. Not surprisingly, the Baby Boomer generation (people aged 42-60) and the millennial generation (ages 27 and younger) are the largest segments driving this new outdoor lifestyle trend.

Today, the active outdoor lifestyle has gone mainstream, and is characterized by an emphasis on wellness and quality time with family and friends. To meet this new and changing demand, people are looking for ways to be outdoors in an urban area. Due to time demands of family and jobs, convenience and accessibility are critical. The opportunity and challenge before parks and recreation professionals is to provide meaningful outdoor activity in urbanized environments. Cities that can deliver compelling trails, integrate unique open space, and provide interesting park opportunities will have a competitive advantage in retaining and attracting people. In fact, *Recreation Oriented Development* is the new term for the aligning of parks, recreation and open space to drive new investment in both urban and suburban communities and focus development in established communities.

In order to effectively develop a successful park system in a new community, we need to understand and appreciate the nature and extent of the new outdoor lifestyle generating demand for parks and recreation. We need to understand how outdoor amenities provide opportunities to activate cities in new ways, including aligning park development with new housing, visitor services, business development, and community development.

#### The Child in the City

One of the greatest challenges cities nationwide are facing is how to retain and support families in the urban environment. This challenge includes creating an appropriate park system for child development – including physical, social and cognitive development. There is a need to create the opportunity to enjoy and experience nature, as well as provide safe streets and accessible schools. More than the development of tot lots, considering children in the city means looking at the entire network -- from streets and plazas to trails and parks -- as an interconnected support system. Each element of the system must consider children of all ages and their families.

To effectively understand this demographic, a number of age groups must be considered: 0 - 5 year olds; 6 - 12 year olds; 13 - 18 year olds; young adults; and families as a whole. Each group presents particular demands that need to be weighed in the programming of the parks and open space system. Teenagers and young adults

<sup>2</sup> By "Treasure Island", this document is referring to both Treasure Island and Yerba Buena Island.

<sup>3</sup> National Sporting Goods Association, 2010

## TREASURE ISLAND COMMUNITY FACILITIES

### Needs Assessment

are perhaps the most challenging of this group. As a whole, they do not want to be categorized with children, may not want to be part of an organized group, and are often more interested in exploring the larger community and region. Evaluating how to provide safe and interesting experiences for this group will be paramount to serving the full needs of residents.

#### **Serving an Aging Population**

One of the strongest trends throughout the United States, California, and the region is the aging of our population. This trend requires that parks and recreation providers consider and develop facilities and programs that will serve older adults who possess a variety of needs and interests. Seniors can no longer be lumped into a single category and be effectively served. With healthier lifestyles, people live longer and have more active lives than ever before. Parks and recreation providers need to consider seniors' diverse interests and multiple life stages. Facilities and programs must provide for: seniors interested in developing new skills and learning new activities; those with some health issues and access concerns; seniors desiring passive and more contemplative activities; seniors looking for intergenerational interactions; and those who want more quiet environments.

#### **Integrated Park and Open Space System**

An additional trend in providing park and open space amenities is providing a system that offers a hierarchy of spaces. These spaces range from small parks and plazas to pedestrian boulevards and destination parks -- all connected by pathways, trails, bikeways and green streets. Each space plays a distinct and key role in the system. Some will serve as large cultural venues and draw users regionally and beyond. Others may become vital urban plazas linked to transit, restaurants and retail, or offer small green respites from the urban environment. Looking to other cities in the United States as well as Europe and beyond, we can think beyond the traditional concept of open space and explore how the spaces between buildings or how certain streets may play a role in creating a green infrastructure.

#### **Technology**

Technology is offering parks and recreation providers new opportunities as well as new challenges. Technology can simultaneously provide a mass communication tool while improving affordability, accessibility, and efficiency of community facilities and services. Opportunities for tech-aided recreation (including virtual outdoor exercise machines, virtual golfing etc as well as interpretative signage and kiosks and adding wi-fi connectivity to park facilities) are growing while a conflicting trend for techno-free parks and environments also is emerging. Technology is adopted and embraced differently by different population groups. For example, Baby Boomers tend to be more educated and more technology dependent, and therefore, desire more high tech and "amenity" rich experiences. Finding the right balance and appropriate use for technology in parks, recreation facilities and programs will be an evolving effort.

#### **Economics and Financing**

Parks and recreation professionals have often had to fight for resources to build and maintain a high quality system of parks and community-serving facilities. This pressure continues with the trend towards higher cost-recovery requirements and higher user fees for new facilities. The need for new sources for revenue generation is encouraging parks and recreation professionals to become more entrepreneurial. Expanding opportunities for sponsorships, as well as looking to new potential partners for funding programs and facilities is becoming a priority. Additionally, identifying and securing long-term funding sources for maintaining and renovating existing parks is an ongoing challenge. This is reflected in the number of bond measures being launched, public awareness campaigns regarding the benefits of parks and recreation as well as the increase in citizen led fundraising efforts.

### Needs Assessment

#### Local Foods

As recently as the 1950s, many communities produced about half of their own food. Today, in many communities, over 90% of all food consumed is transported from outside the community -- and oftentimes is transported from international locations. Spurred by the interest in health and wellness as well as the growth of organic and natural foods, community gardens and urban agricultural farm parks have developed in many communities across the country. In some cases, food production facilities with bakeries and food production kitchens have been developed. Municipal agencies, non-profit organizations, schools and in some cases commercial interests have provided and/or operated these facilities, and have found that they offer many benefits. Besides providing healthy foods for people of all incomes, growing food within a community increases local food security, ensuring that food is available regardless of transportation, environmental or other potential crises. Participating in local gardening opportunities can build a sense of community among residents, and provide community jobs and business opportunities. In addition to increasing community sustainability, local gardening opportunities can help people experience the outdoors and create an opportunity to establish a unique community identity -- focused on local foods and healthy living.

#### Partnerships and Resource Sharing

An additional trend in government services is an increased reliance on partnerships to provide facilities, services and programs to residents. Agencies are finding that no one agency can do it all. Potential partners include the private sector, other public agencies, and non-profit organizations. For example, schools can provide other users access to recreational and educational facilities when they are not in use for school activities and functions. Cities can also share maintenance responsibilities with local school districts such as illustrated by the City of Davis. Some services, such as fitness facilities or gymnastic classes, frequently are provided by the private sector and not duplicated by government agencies. Non-profit organizations often provide volunteer or program support. Both non-profit and private organizations have collaborated with local government agencies to provide major facilities, such as health and wellness facilities, senior centers, sports complexes, and community centers.

With the tightening of financial resources for all parties involved in the provision of community facilities and services, there has been an increase in sharing of resources and facilities. Communities have many diverse needs that often cannot be supported by community general fund dollars. The solution has been to take the partnerships identified above to another level and to develop resource sharing agreements allowing two or more independent organizations or uses to utilize one facility. Examples include the development of a sports fields within a school that is used by the school during the day and the community all other times; locating adult education programs in a high school, and operating these programs during non-school hours; renting out community kitchens to small business for catering to support local enterprises; and, using a large scale community room for seniors 8 am to 3 pm and for teens from 3pm until 10 pm. There are many other examples, all based on the concept that expensive facilities can be better utilized, especially in smaller communities, when they can serve multiple and complimentary uses.

#### Implications for the Treasure Island/Yerba Buena Island Redevelopment Project

In comparing these trends to the purpose and proposed development at Treasure Island and Yerba Buena, it is clear that the Project is well positioned to become a model community with an unprecedented quality of life and focus on health and wellness. The extensive open space network, dedication to enhancing natural areas, and an active community will allow the Project to be a leader in creating innovative facilities and activities to serve its community.



## 4. Demographics

According to the Concord's Group demographic analysis, the proposed mix of housing will result in about 16,500 residents living on Treasure Island in the future<sup>4</sup>. This provides a good foundation for the planning effort, but must be considered a planning figure that may change when the development is ultimately completed. Therefore, flexibility, adaptability and an understanding that community facilities will evolve with the community are important considerations. The residents include diverse family types, and a mix of age groups and income levels. Approximately 30% of homes will be affordable. These homes will serve a wide variety of low-income and workforce populations, offering for-sale, senior and homeless/transitional housing units and affordable family rentals.

### Resident Age Distribution

Table 1 illustrates the Island's anticipated age distribution of residents. The population mix will closely mirror that of San Francisco as a whole, with the Island having a slightly larger child population than San Francisco.

Table 1: Demographic Analysis: Resident Age Distribution<sup>5</sup>

|              | Projected TI Mix | San Francisco |
|--------------|------------------|---------------|
| 0 to 5       | 1,179            | 7%            |
| 6 to 13      | 1,728            | 10%           |
| 14 to 18     | 917              | 6%            |
| 19 to 35     | 3,462            | 21%           |
| 36 to 44     | 2,872            | 17%           |
| 45 to 64     | 4,565            | 28%           |
| 64 and over  | 1,731            | 11%           |
| <b>Total</b> | <b>16,455</b>    | <b>100%</b>   |

### Households

Table 2 shows the percentage of household types and the total number of residents of each of these types anticipated in the Treasure Island community. It includes the percentage of these household types in San Francisco for comparison purposes.

Table 2: Demographic Analysis: Household Type

|                      | Projected TI Mix | San Francisco |
|----------------------|------------------|---------------|
| <b>Market Rate:</b>  |                  |               |
| Young Worker/Singles | 2,190            | 29%           |
| Young Families       | 1,212            | 16%           |
| Middle Aged Families | 748              | 10%           |
| Older Generations    | 1,407            | 19%           |
| <b>Affordable:</b>   |                  |               |
| Seniors - Authority  | 303              | 4%            |
| Family - Authority   | 1,246            | 16%           |
| Supportive Housing   | 435              | 6%            |
| <b>Total</b>         | <b>7,540</b>     | <b>100%</b>   |

- *Young Worker/Singles:* A total of 2,190 market-rate households or 29% of the units are expected to be occupied by Young Workers/Singles. There will be fewer Young Workers on Treasure Island than in San Francisco as a whole (48%). This group will enjoy the outdoor lifestyle provided in the

<sup>4</sup> The Concord Group, Sept. 20, 2010.

<sup>5</sup> Ibid.



## TREASURE ISLAND COMMUNITY FACILITIES

### Needs Assessment

community, but will also be willing to travel outside the island for social and recreation opportunities as well as services. With a single income and perhaps entry level employment, this group may have a limited discretionary income.

- *Young Families:* A total of 1,212 market rate households or 16% of the units are expected to be occupied by Young Families. This group will be represented on Treasure Island in greater numbers than in San Francisco (7%). This group of residents includes households with children (an estimated total of 25% of all households on Treasure Island will include children<sup>6</sup>) and dual income families with no children. The dual income working families may be limited in time, but have greater discretionary income for recreation and entertainment. They may be willing to travel outside the community for some entertainment and services, but appreciate the outdoor lifestyle offered by the community for its convenience and the ability to make effective use of short periods of time for recreation and entertainment. Families with children are further limited in time and discretionary income. This group relies on community services such as child care and after school programs, youth sports, and medical services, and appreciates close-to-home family recreation opportunities.
- *Middle Aged Families:* A total of 748 market-rate households or 10% of the units are expected to be occupied by Middle Aged Families. This group will be represented on Treasure Island in equal numbers as represented in San Francisco (10%). This group is well established and generally has greater discretionary income. While typically moving to more suburban environments for a more family-oriented lifestyle, this group will be attracted to the high-quality, urban and outdoor lifestyle offered by Treasure Island.
- *Older Generations:* A total of 1,407 market-rate households or 19% of the units are expected to be occupied by Older Generation households – slightly fewer than San Francisco as a whole (34%). In addition, about 4% of Treasure Island's households will be affordable units for Seniors. The Older Generations group will be returning to the urban lifestyle or continuing to live in an urban setting by choice. Many will have a higher discretionary income than other household types, although some will be on a fixed income. This group is interested in continued involvement in their community, active lifestyles, outdoor recreation, technology, and volunteerism. This group may include active older adults, older adults with some health limitations, and frail elders.

#### Visitors

The number of anticipated visitors to Treasure Island is unknown and dependent on the amenities provided. Planned amenities would make it an attractive destination for San Francisco residents, East Bay residents, day tourists and out-of-town visitors. Attractions will include the views of the Bay and surrounding areas, Treasure Island's history, the potential for arriving by bicycle (via the new Eastern Span of the Bay Bridge) or ferry, bicycle touring opportunities, boating and open space resources, sports facilities, cultural and environmental resources, and the proposed reuse of Buildings One, Two and Three which could contain amenities that would attract off-Island users.

<sup>6</sup> The Concord Group, Sept. 20, 2010, page 3.

## 5. Community Facility Needs Assessment

For a successful community, a range of community facilities and amenities should be provided. To evaluate the community facility needs for Treasure Island, five categories are the subject of the analysis: Public Service Facilities, Community Spaces, Community Services and Amenities, Educational and Cultural Facilities, and Open Space and Recreation Facilities.

The section below describes in greater detail specific facilities that fall into each of the five categories and examines the current trends and metrics, where appropriate, for each facility. Finally, the need for each facility is assessed for the Project.

The proposed facilities are labeled to identify which of the following community need(s) each fulfills. These community needs are represented by the following:

- Recreation (REC)
- Open Space (OS)
- Health and Wellness (HW)
- Social Services (SS)
- Safety (S)
- Community Gathering (CG)
- Educational (E)
- Cultural (C)
- Entertainment (EN)

In general, all facilities need to be considered and integrated into the Community Facilities Plan either as on-island facilities or provided regionally with a consideration to convenient transportation access. Table 3 below summarizes the five categories of community facilities, the facilities provided in each category, and the needs each facility fulfills. Detail descriptions and information follows.

Table 3: Community Facilities and Needs

| Facility                                      | Community Need(s) |    |    |    |   |    |   |   |    |  |
|-----------------------------------------------|-------------------|----|----|----|---|----|---|---|----|--|
|                                               | REC               | OS | HW | SS | S | CG | E | C | EN |  |
| <b>1. Public Service Facilities</b>           |                   |    |    |    |   |    |   |   |    |  |
| Police Services                               |                   |    |    | ■  | ■ |    |   |   |    |  |
| Fire Services                                 |                   |    | ■  | ■  | ■ |    |   |   |    |  |
| <b>2. Community Space</b>                     |                   |    |    |    |   |    |   |   |    |  |
| Community Center                              | ■                 |    | ■  | ■  |   | ■  | ■ | ■ | ■  |  |
| Neighborhood Reading Room/Library             |                   |    |    | ■  |   | ■  | ■ |   | ■  |  |
| Senior/Adult Services                         | ■                 |    | ■  | ■  |   | ■  | ■ | ■ |    |  |
| Teen/Youth Centers                            | ■                 |    | ■  | ■  |   | ■  | ■ | ■ | ■  |  |
| General Social Services/Family Services       |                   |    | ■  | ■  |   |    |   |   |    |  |
| Community Performance Space                   |                   |    |    |    |   | ■  |   | ■ | ■  |  |
| <b>3. Community Services and Amenities</b>    |                   |    |    |    |   |    |   |   |    |  |
| Health and Wellness Facilities                | ■                 |    | ■  |    |   | ■  |   |   |    |  |
| Community Gardens                             | ■                 | ■  | ■  |    |   | ■  |   |   |    |  |
| <b>4. Educational and Cultural Facilities</b> |                   |    |    |    |   |    |   |   |    |  |
| K-12 Schools                                  |                   |    |    |    |   |    | ■ |   |    |  |
| Childcare                                     |                   |    |    | ■  |   |    | ■ |   |    |  |
| Faith Facilities                              |                   |    |    | ■  |   | ■  |   |   |    |  |

## Needs Assessment

[illegible]

## REGIONALLY AVAILABLE FACILITIES

A broad range of community facilities and services on the Island will provide for a high quality of life, reduce transportation impacts and meet sustainability goals. However, due to the unique location and placement of the Island, consideration needs to be given to the balance of on-island facilities with those that are readily and easily accessed regionally. As part of this process, regionally accessible facilities have been evaluated and included in the needs assessment. As indicated below, the number, variety and diversity of facilities found within easy distance of Treasure Island are considerable. This availability is balanced with those needs which would help to meet the overall goals of the island, while striving not to duplicate facilities unnecessarily.

The following facilities types and number have been identified within a 10 mile radius of Treasure Island<sup>7</sup>:

- Hospitals and medical facilities, doctors and medical specialists (+100)
- Sports, fitness, health clubs and recreation facilities (+150)
- Child care providers (+400)
- Places of worship (+200)
- Social Services (Senior services, mental health, job placement) (+200)
- Public, Parochial and Private Schools (K-12) (+200)
- Cultural Arts/Theater (+20)
- Libraries (30)

<sup>7</sup> These facilities were estimated utilizing yellowpages.com, defining searches within 10 miles of Treasure Island for each broad category and removing incorrect matches. In addition maps for the bay area were created to assess regional facilities.

## TREASURE ISLAND COMMUNITY FACILITIES Needs Assessment

### A. PUBLIC SERVICE FACILITIES

#### Police Station (SS/S)

##### *Definition*

A police station on Treasure Island will provide a central location for police operations on the island, support staff and community safety and may include temporary detention cell(s).

##### *Trends*

Police stations have a fairly similar public safety and law enforcement role in each community. However increasingly, police stations are engaging the community more by adding community rooms for meetings and community policing functions. Another trend that is relevant to Treasure Island is the increased use of bike patrols.

##### *Size and Access*

*Approximately 5,000 sf plus parking*

- Should be located on a main arterial with easy access throughout the island
- Final size and format will be determined by Police Department's assessment of availability and access to other facilities near by at the Southern Station at the Embarcadero Ferry Building or other locations.
- Evaluation of special access needs for potential suspects and detainees must be considered in the design.

##### *Minimum Amenities*

Work and Office Space

Interview Rooms

Temporary Holding Area

Parking

Bicycle storage

##### *Conflicting Elements*

Adjacent use(s) that would be perceived as a safety issue are not desirable.

##### *Metrics/Standards*

- Using the metrics for required number of officers from City of San Francisco the facility needs to house approximately 33 officers and their support functions<sup>8</sup>. They will not be in the building all at the same time and so actual square footage can be shared.
- Provide secure parking for patrol cars (typically 1 car per 2 officers equaling about 15 cars) and support vehicles and limited spaces for visitors.

##### *Need Assessment*

Currently Treasure Island is covered by the San Francisco City Southern Station located in the Ferry Building. With an increase in population, visitors and overall community development, a more permanent presence will be necessary. A station on Treasure Island would continue to draw support and specialized facilities and expertise from the City. The actual program and square footage requirements must be determined in partnership with the City and the Police Department.

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<sup>8</sup> Treasure Island Fiscal Impact Study Table A-5.

## TREASURE ISLAND COMMUNITY FACILITIES

### Needs Assessment

#### Fire Station (HW/S/SS)

##### *Definition*

A fire station provides fire safety and response, rescue as well as emergency paramedic services to communities. Often fire station will also provide community education and outreach programs.

##### *Trends*

Changes in the size and kind of fire fighting trucks /equipment and response technology are the largest trend that may impact the development of a new fire station on Treasure Island. Another important trend is considering the quality of life for the station crew and the provision of living quarters that provides a level of privacy and separation between the sexes. Typically beds will be shared from one crew to another, but not at the same time. The use of Murphy beds is also becoming a popular way to manage space and fire crew needs.

The fire station may play a role in emergency preparedness for Treasure Island. If that is the case, additional considerations for space must be considered. The need for acute medical care facilities on the island is also a major consideration and possible area for partnership with the Fire Department given the medical training of paramedics.

##### *Size and Access*

*Approximately 10,000 +/- if plus parking*

- Should be located on a main arterial with easy access throughout the island
- Final size needs to be determined with the City of San Francisco and the Fire Department

##### *Minimum Amenities*

Apparatus Bay with space for<sup>9</sup>:

- 2 engine companies
- 1 Ladder Truck
- 1 Ambulance and back up vehicle

Administration, Dayroom and training area

Residential area

Storage and maintenance area

Hose drying facilities

EMS area for acute care

##### *Conflicting Elements*

Adjacent use(s) that would be perceived as a safety issue or that would create a barrier to response times are not desirable.

##### *Metrics/Standards*

- A fire station is sized primarily around the size and types of the equipment it must house and crew size.
- The Treasure Island Fiscal Impact Study identified a number of equipment see Minimum Amenities above which must be confirmed and refined based upon final estimates.

##### *Need Assessment*

Density of population area and appropriate response time are the primary determinants of the location for a fire station. Treasure Island is minutes away from San Francisco, however, it can be cut off by traffic, road construction and emergencies. This fact, in addition to the anticipated population of Treasure Island, makes a fire station a required facility. The operation model and final compliment of services such a station must

<sup>9</sup> Treasure Island Fiscal Impact Study, Table A-4b.

## TREASURE ISLAND COMMUNITY FACILITIES

### Needs Assessment

provide needs to be further explored. There is a need for acute medical care on the Island and the Fire station may be the best solution to providing that service if another facility and operator is not possible. In addition, emergency services and management functions may be well suited for a fire station.

#### B. COMMUNITY SPACES

##### Community Center (HW/REC/CG/E)

###### *Definition*

Community Centers are multi-use facilities that can be used for a wide range of activities including recreation, multi-generational programs and care, education and events.

###### *Trends*

Multi-use community, recreation and wellness centers that satisfy a broad range of needs, such as classroom space and meeting rooms, fitness classes, aquatics, social services, child care and senior care are the current trend. Often these facilities are solely operated by a city or other non-profit or in partnership with a commercial concessionaire who will operate the fitness center. The goal of these facilities is to serve the entire community and all ages by balancing low or no cost services with revenue generating programs and fees. These centers often rely on memberships for fitness facilities as well as additional user fees for classes and aquatics and rentals for weddings and meetings. These centers have high cost recovery goals. In communities with a mixed socio-economic population, fees for use are often subsidized to provide access to all. Additionally, these facilities can often be designed to provide specific revenue generating facilities for special events such as birthday parties and weddings. Many of these community centers are information nodes that connect residents to government and social services. In addition, many can provide a regional draw depending on location and need.

Regional examples include: Mill Valley Community Center, Mill Valley; Monterey Sports Center, Monterey; Red Morton Center, Redwood City; Roseville Sports Center, Roseville; and Newark Sports and Recreation Center, Newark. This trend is even more prevalent on a national basis.

The design of these types of community center facilities are driven by cost recovery and a need to balance fee and non-fee activities. Costs are set based on the evaluation of the benefit of services to the community. For example, some services that have great community benefit (e.g., programs for low income teens) have low cost recovery while others perceived as having greater individual benefit (e.g., adult sports) have greater cost recovery. The overall cost recovery model for all services must meet City and public entity goals, which are often greater than 50% self-supporting. This means that while over 50% of the center's operating costs are generated from fees and memberships, the community center will still rely on government support for the remainder of its budget.

Some multi-use centers are developed and operated by non-profit organizations, such as the YMCA, Jewish Community Centers or Boys and Girls Clubs, instead of by a local government agency. Some local agencies have provided incentives, such as land, to facilitate the development of the non-profit community center. Other communities have collaborated to develop the center. Examples include: YMCAs, Walnut Creek Tice Valley Gymnasium (JCC and City), and the San Francisco JCC.

Rental facilities are important to the community center cost recovery plan. For example, an indoor/outdoor space suitable for weddings with a scenic view would likely be an outstanding revenue generator with a regional draw, and could help support programs that are less self-supporting. Examples where this has been implemented are: Town of Moraga Hacienda de los Flores, Brazil Room at Tilden Park, and Heather Farms Community Center in Walnut Creek.

## TREASURE ISLAND COMMUNITY FACILITIES

### Needs Assessment

In addition, some facilities, such as fitness, wellness and aquatic facilities, can be rented as a concession operation to medical professionals (i.e., physical therapists, massage therapists, etc.) as a means of generating revenues.

Smaller communities often will develop more modest facilities focused around community rooms or gymnasiums with classroom spaces that can be used for weddings, community meetings, recreation and wellness classes and the like. These types of community centers are approximately 10,000 to 20,000 sf. This type of facility requires more attention to the provision of programs and rental scheduling; they embody the 'doing more with less' philosophy. Typically, these are not designed for cost recovery, are more community service oriented, and serve a smaller segment of the population. The development of smaller facilities can be effective if design and the architectural program are well considered.

In the 2004 San Francisco Recreation and Park Department Recreation Assessment Report, the City's existing recreation centers were noted as being outdated and of small size. The City of San Francisco has over 108 recreation facilities which offer some type of program or service. Most of these are classified as club houses (approximately 5,000 sf). Only 25 of these were classified as recreation centers, which had an average size of 15,000 sf. According to the Recreation Assessment Report, about 26% of residents participated in programs offered by the City in 2004. Generally about 30% of residents participate in organized recreation programs. Correctly sizing a community center is based on a number of elements and differs from place to place. Addressing community need is not necessarily defined by size as much as by program, design and schedule. Some well-designed, small facilities can be very successful in serving their community if they are appropriately programmed and scheduled, whereas a larger, poorly scheduled and operated facility can miss the mark.

#### *Size and Access*

10,000-75,000+ sf

- Locate where accessible to pedestrians, bicyclists, people with disabilities, and transit users
- Locate adjacent to a major street
- Could include senior center, youth center, library or reading room, child care center, health and wellness facilities

#### *Minimum Amenities*

Multi-purpose room

Restrooms

Storage

Bike parking

Classrooms

Reception/Offices

Parking

#### *Additional Optional Amenities*

Gymnasium

Game room

Fitness center

Coffee/snack bar

Computer center

Aquatics

Art and specialized facilities

Teen center/Youth center

Birthday Party spaces

Babysitting (no licensed, short term)

Health/Medical facility

Dance/exercise room

Locker rooms

Social lounge

Information center

Performance space

Senior facilities

Childcare center

Library

Kitchen facilities

Outdoor recreation facilities and amenities



## TREASURE ISLAND COMMUNITY FACILITIES Needs Assessment

### *Conflicting Elements*

Adjacent use(s) that would be perceived as a safety issue are not desirable.

### *Metrics/Standards*

- 72% of cities nation-wide provide a community center; 84% of California cities provide a community center, averaging 15,000 sf.<sup>10</sup>
- 0.9 community/senior centers per 20,000 residents is the average for the U.S.'s largest cities.<sup>11</sup>
- Average size of a community center in San Francisco is 15,000 sf, which was noted as too small. About 26% of the population uses City recreation programs.<sup>12</sup>

### *Needs Assessment*

The need for Community Centers can be calculated by considering the square footage requirements for specific spaces. Table 4 indicates the spaces required for Level 1 Needs and usage, and other amenities that would be added to meet additional desired amenity needs. An appropriately sized Community Center would total about 15,000 to 20,000 sf and provide flexible spaces that would serve children and youth, adults, and seniors. If additional desired or enhanced amenities could be provided, a weight room, gymnasium, and locker facilities (among other facilities listed below) could be added.

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<sup>10</sup> National Recreation and Park Association, 2009.

<sup>11</sup> Trust for Public Land, 2010.

<sup>12</sup> San Francisco Recreation and Park Department, 2004.

# TREASURE ISLAND COMMUNITY FACILITIES

## Needs Assessment

Table 4: Community Center Sizing

| ROOM TYPE                                      | Estimated Occupancy for Planning |     | Level 1 Needs (total sf) | Level 2 Enhanced Facilities (add'l sf) | Comments                                                                                                                           |
|------------------------------------------------|----------------------------------|-----|--------------------------|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|
|                                                | SF                               | No. |                          |                                        |                                                                                                                                    |
| Large Multi-Purpose Rm.                        | 15                               | 250 | 3,750                    |                                        | For Weddings, Seniors lunches, Teen dances, community events and meetings. Outdoor access is desirable.                            |
| Small Multi-Purpose Rm.                        | 15                               | 100 |                          | 1,500                                  | More intimate space, potential for faith based meetings; additional community meeting space. Divisible space.                      |
| Kitchen Facilities                             | N/A                              | N/A | 500                      |                                        | For catering, lunches and other community events                                                                                   |
| Classrooms @ 1000sf/ea                         | 20                               | 50  | 3,000                    |                                        | Multi-use classrooms/ meeting spaces                                                                                               |
| Arts & Crafts Room ("wet" classroom)           | 20                               | 50  | 1,000                    | 1,000                                  | Additional space would provide specialized rooms for ceramics, etc.                                                                |
| Youth Game Room/Lounge                         | 20                               | 70  | 1,400                    |                                        | Dedicated space for pre-teens/youth.                                                                                               |
| Babysitting                                    | 50                               | 20  | 0                        | 1,000                                  | Dedicated short-term babysitting (2 hours) while parent is in the facility                                                         |
| Computer Lab                                   | 40                               | 25  | 1000                     |                                        | 15 + computers, printers, sm. Reception                                                                                            |
| Specialized Dance/Exercise                     | 50                               | 20  | 0                        | 2000                                   | 2 rooms, could be part of retail facility.                                                                                         |
| Fitness/Weight Room                            | 50                               | 50  | 0                        | 2,500                                  | Could be part of retail facility                                                                                                   |
| Multi-use fitness space                        | 40                               | 30  | 0                        | 1,200                                  | For Spinning Classes, Yoga, etc.                                                                                                   |
| Gymnasium                                      |                                  |     | 0                        | 8,000                                  | Small recreation sized gym                                                                                                         |
| Locker Rooms                                   | 30                               | 26  | 0                        | 800                                    | Small locker room for active sports                                                                                                |
| Social Lounge                                  | 30                               | 26  | 800                      | 400                                    | Dedicated space for Seniors                                                                                                        |
| Café                                           | 25                               | 20  | 0                        | 500                                    | Small Concessionaire space for food and drinks; adjacent to Lobby.                                                                 |
| Front Lobby                                    |                                  | N/A | 800                      | 600                                    |                                                                                                                                    |
| Reception Desk/Ctr. Office                     |                                  | N/A | 900                      | 600                                    |                                                                                                                                    |
| Other Office Space                             |                                  | N/A | 300                      | 700                                    |                                                                                                                                    |
| Counseling Rooms                               |                                  |     | 100                      | 250                                    | Additional space could be provided if overall privacy concerns are addressed. Otherwise a separate location may be more desirable. |
| Restrooms                                      |                                  |     | 600                      | 600                                    |                                                                                                                                    |
| Storage/Supplies                               |                                  |     | 500                      | 1,000                                  | Additional Storage for community based organizations would be desired.                                                             |
| Building Support and Circulation (approx. 25%) |                                  |     | 4,400                    | 6,800                                  | Level 2 is added circulation space                                                                                                 |
| <b>APPROX. SQ. FT TOTAL *</b>                  |                                  |     | <b>19,100</b>            | <b>48,600</b>                          | <b>(48,600 = Level 1 and Level 2)</b>                                                                                              |
| Approx. Number of Users                        |                                  |     | 200-400                  | 400-800                                |                                                                                                                                    |

\* All square footage numbers are estimates, and could change based on future analysis and demand.

## TREASURE ISLAND COMMUNITY FACILITIES

### Needs Assessment

#### Neighborhood Reading Room/Library (E/CG)

##### *Definition*

A Neighborhood Library is an auxiliary facility with separate quarters from the Central Library, a permanent collection of books, and permanent paid staff present during all hours of operation. It offers a broad range of public library services and a regular schedule of public service hours.

Alternatively, a Neighborhood Reading Room can be more of a gathering space for picking up and dropping off books, sitting and reading periodicals, and using a computer. Depending on the location, staffing could be minimal.

##### *Trends*

Libraries often function much like community centers. In addition to print and digital media, they offer a wide variety of programs and services, from classes to performances and special events.

Co-locating library facilities with other community facilities and amenities, such as retail areas or in a community center facility, provides the potential for the joint use of spaces, including classroom and performance space. Examples where co-locating of facilities has been successfully implemented include: City of San Jose has adopted a policy of co-locating libraries and community centers; Sheldon Branch Library, Eugene, OR, is located in a strip mall; Los Altos Library is located in a large complex that includes City Hall, City Public Safety facilities, and extensive recreation and cultural amenities; the original Carnegie Library in Pittsburgh, PA, is located adjacent to a university and a major public plaza; and Roseville co-developed its community center with library space.

##### *Size and Access*

Libraries vary greatly in size based on the community need, the type of facility provided within the hierarchy of facilities in the library network, and the specific requirements of that library site.

If the space is a Neighborhood Reading Room, and if it is co-located in the community center or similar facility, the size could be as small as 1,000 sf.

- Locate where accessible to pedestrians, bicyclists, people with disabilities, and transit users
- Locate adjacent to a major street
- Could be co-located with a community center, school, or retail facility
- Easy access for book delivery

##### *Minimum Amenities for Reading Room*

Book and magazine storage  
Reading/lounge space  
Check out facilities  
Restrooms

##### *Additional Amenities*

Computer laboratory  
Classroom/meeting rooms  
Children's activity room  
Local history room  
Performance space  
Coffee shop

## TREASURE ISLAND COMMUNITY FACILITIES

### Needs Assessment

#### *Conflicting Elements*

Adjacent use(s) that would be perceived as a safety issue are not desirable.

#### *Metrics/Standards*

No specific standard for San Francisco or California Libraries are available.

#### *Needs Assessment*

Based on the total Treasure Island population of approximately 16,455, a Neighborhood Reading Room of 1,000 sf should be provided to fulfill Level 1 Needs. It should allow interlibrary loan services that allow residents to receive books from other libraries in the network. If the population or use increases substantially, evaluating the development of a Neighborhood Library could be considered as an additional amenity.

### Senior/Adult Services (REC/E/SS/CG/HW/C)

#### *Definition*

These age-specific community centers provide recreational, education, and social service activities for older adults, and promote independence as well as physical and emotional wellness. Food service, particularly lunch, and community gathering are often primary uses for these facilities. Some are operated by a non-profit organization or have non-profit incorporation to facilitate fundraising.

#### *Trends*

With the growing popularity of multi-use centers, many communities have steered away from free-standing age-specific facilities. Once community ownership develops, it is difficult to convert these facilities to other uses to accommodate changing demographics and needs. In addition, many communities find it more cost effective to provide these services in buildings where multiple services are occurring rather than providing a free-standing age-specific facility. While some age-specific facilities are successful, others are not. Some communities have constructed age-specific facilities only to have difficulty attracting the intended participants. This is especially an issue among Baby Boomers who do not want to be associated with traditional senior centers.

As the active Baby Boomer generation ages, they will be unlikely to make time in their schedule for a traditional 'seniors' activity, such as a game of bingo. They are interested in continued involvement in their community, active lifestyles, outdoor recreation, technology, and volunteerism. In response to these changing interests, many communities serve Baby Boomers in multi-age facilities.

Older adults often use center facilities during the 9 am to 3 pm time frame. Serving these older adults in a multiuse facility makes sense as other age groups typically use the space most heavily from 3 pm and into the evening hours until closing (often 9 pm or 10 pm). This allows for full utilization of the center facilities.

Senior services often include social and health services as well as recreation. Activities range from presentations about resources for low income elders to blood pressure checks. Senior meal programs and "meals on wheels" programs may be included.

For much older and frail elders, the provision of licensed adult day care provides daytime supervision and socialization as well as respite for families. Providing care for seniors during daytime hours when other family members are at work enables seniors to remain in their homes when family supervision is available. Outside, stand-alone facilities require a much higher staffing level and a more robust facility.

Another trend is the provision of services in a café atmosphere. Mather Lifeways Senior Café in Chicago is a 3,600 sf storefront, operated by a non-profit organization. It serves as a neighborhood administrative outpost

## TREASURE ISLAND COMMUNITY FACILITIES

### Needs Assessment

as well as a senior services center. The senior services, which include computer classes, medical assistance, financial counseling and exercise classes, are offered in the context of a café.

Social service agencies and non-profit organizations are other major providers of senior services.

#### *Size and Access*

In a co-located shared space, approximately 1,500 dedicated sf. Approximately 12,000+ sf for a full-sized, stand alone center.

When co-located and there is access for other uses, dedicated space can be smaller or entirely multiuse.

- Locate where accessible to pedestrians, bicyclists, people with disabilities, and transit users
- Locate adjacent to a major street
- Could be co-located with a community center, library or retail area; and utilize shared space

#### *Minimum Amenities*

Lounge space  
Multipurpose room  
Classroom space  
Parking/Bike parking

Reception/Office space  
Kitchen for meal preparation  
Restrooms

#### *Additional Amenities*

Computer lab  
Game room  
Indoor walking space

Art room  
Fitness area  
Outdoor recreation amenities

Programs for older adults can make use of all specialized recreation and social service facilities that may be provided in a community center.

#### *Conflicting Elements*

Adjacent use(s) that would be perceived as a safety issue are not desirable.

#### *Metrics/Standards*

- Nationally, 41% of park and recreation agencies have senior centers and 84% offer senior programs.<sup>13</sup>
- In California, 67% of park and recreation agencies have senior centers and 96% offer senior programs.<sup>14</sup>
- 0.9 community/senior centers per 20,000 residents.<sup>15</sup>

#### *Needs Assessment*

About 1,731 residents will be in the age 64+ category. Assuming that about 30% used community recreation facilities and programs for older adults based on estimated use of San Francisco community centers, a need for services for about 500 residents can be estimated. These residents should be served within a mixed use community center. Services for this age group will vary from active fitness and wellness programs to social services and community education. While dedicated storage and a dedicated social lounge should be provided for seniors, a separate senior center facility is not required. Seniors often will use a facility from about 9 am to

<sup>13</sup> National Recreation and Park Association, 2009

<sup>14</sup> National Recreation and Park Association, 2009

<sup>15</sup> Trust for Public Land, 2010

## TREASURE ISLAND COMMUNITY FACILITIES

### Needs Assessment

about 3 pm. This timing is compatible to school schedules and allows for shared use of the facility. The number of adults requiring adult day care will be very limited, and this service should be provided off-Island. Please refer to Community Center discussion.

#### Teen/Youth Centers (REC/HW/SS/CG/E/C/EN)

##### *Definition*

These community centers provide recreational, education, and social service activities for youth, targeting the ages between 9 and 18. Some are operated by a non-profit organization or have non-profit incorporation to facilitate fundraising.

##### *Trends*

As with senior centers, many communities have steered away from free-standing age-specific facilities with the growing popularity of multi-use centers. As discussed above, it is difficult to convert these facilities to other uses as demographics and needs change, and it can be more cost effective to provide these services in a multi-service context. The YMCA and Boys and Girls Clubs are frequently providers of youth services in addition to public agencies.

Equally importantly, the effectiveness of youth or teen centers is under debate. The success of these facilities is very mixed and requires much higher levels of programming, management and marketing than other similar facilities. While younger youth (8-12) are often reasonably well served by these centers, teenage youth are harder to attract to center-based facilities. Teens (13-18) want something that is perceived as “cool” and for older kids, catering to their diverse interests.

In multi-purpose facilities, the use of the facilities by youth in the 3 pm through evening hours helps promote full utilization of the facilities throughout the day. Senior and preschool activities as well as activities for adults who are unemployed often occur in the daytime hours.

An emerging trend for older teen group (13-18) is to create more of a retail and entertainment experience than a community center experience. Easy access to a café and/or hang out space – indoors and out – as well as non-specific studio space for garage bands, emerging artists, and dances are becoming important elements and can create a safe but dynamic place for older kids to hang out. Even though the concept is more retail-like, consistent programming and informal supervision for this older group is very important.

Agencies who choose to provide age-specific facilities are often considering a wider range of programs and a more “commercial” style facility than in the past. For example, the City of Temecula, California has recently completed a youth master plan with extensive involvement of youth and community members to determine what kinds of program and facilities youth need and desire. A combination of recreation, employment, social services, and job and life skill services were desired. Youth want to be involved in planning and operating these services and facilities. The City of Temecula is looking at multiple options for meeting these needs, including providing these services in a “shopping mall” context in association with a variety of commercial businesses that are popular with youth, such as clothing retailers and coffee houses. The Chops Teen Club in Santa Rosa has also been very successful. It is aggressively programmed and provides a high level of facilities and opportunities for youth. These types of facilities benefit from a wide draw and attracting a large number of participants; an isolated location may limit the applicability of this model.

##### *Size and Access*

10,000-20,000 sf for a stand alone facility

3,000-10,000 sf for an integrated facility

- Centrally located with access to outdoor areas and retail

## TREASURE ISLAND COMMUNITY FACILITIES

### Needs Assessment

- Locate where accessible to pedestrians, bicyclists, people with disabilities, and transit users
- Locate adjacent to a major or connector street
- Consider locating adjacent to a school, retail area, public safety facilities, or combine uses with a community center.

#### *Minimum Amenities*

|                        |                    |
|------------------------|--------------------|
| Lounge                 | Multipurpose space |
| Food concessions       | Computer lab       |
| Counselor/Office space | Restrooms          |
| Storage                | Parking            |
| Bike parking           |                    |

#### *Additional Amenities*

|                                                                          |                    |
|--------------------------------------------------------------------------|--------------------|
| Classroom space                                                          | Kitchen facilities |
| Gymnasium                                                                | Fitness facility   |
| Locker rooms                                                             | Social lounge      |
| Multi-media game room                                                    | Studio space       |
| Outdoor recreation amenities, including sports facilities and skate park |                    |

Programs for youth can make use of all specialized recreation and social service facilities that may be provided in a community center.

#### *Conflicting Elements*

Adjacent use(s) that would be perceived as a safety issue are not desirable.

#### *Metrics/Standards*

Nationally, about 17% of park and recreation agencies provide a youth center; 50% of California agencies provide this facility.<sup>16</sup>

#### *Needs Assessment*

Youth and teen centers are frequently provided in cities with a population of more than 20,000.

About 1,700 residents will be in 6 to 13 year age group. About 30% (based on the percentage of current residents using San Francisco community centers) of these may use youth programs or about 500 youth. About 917 youth will be in the 14 to 18 year age group. About 10% of these may use youth programs or about 90 youth. In total about 600 youth will be using youth programs. These youth could be served within a mixed-use Community Center for the younger cohort or perhaps a more unique retail focused area for the older teens. As the population grows, the development of a skate park and other youth accessible facilities or programs should be considered. It is very important to consider trends and how long something may be “cool” for this group to enjoy; the ability to have a multi-purpose space that can be programmed appropriately and flexibly may be the ideal. Typically youth will use facilities from about 3:00 pm until 8:00pm allowing them to effectively share space with older adults and other users. While separate space should be provided to them in the form of a game room/lounge, a separate youth center facility is not required. Please refer to Community Center discussion.

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<sup>16</sup> National Recreation and Park Association, 2009



## Needs Assessment

### General Social Services/Family Services

#### *Definition*

A general Social Services or Family Service Center provides a range of educational and support programs for adults and families in need. These services include, but are not limited to:

- *Counseling.* Mental health, family counseling, and general therapy services.
- *Job and Employment support.* Assistance in helping individuals prepare themselves for job hunting, identifying skills, career counseling and job matching services
- *Financial management.* General assistance in money management and financial counseling and aid such as loan applications, social security and disability forms.
- *Financial aid, housing and food distribution.* Possible assistance with short-term finances, shelter services and food.

#### *Trends*

It is important with these facilities provide a welcoming, non-intimidating or threatening presence. The interior layout should provide separate areas for general visitors and the public while providing a sense of privacy for people seeking counseling.

Increasingly, these types of services are being handled through outreach services in homes and in the community rather than in a formal setting. This approach would require a smaller but more flexible space to allow managers to address needs as they occur. Private interview rooms are still required, but open office space can be provided in lieu of private offices for each individual. This dual purpose of the facility may require two separate entries.

#### *Size and Access*

##### *Approximately 10,000 sf*

The actual size of the facility will be determined by the model of operation - services occur in a centralized location or primarily in the community, and size of the population. Generally, programs can be provided in: classroom and training space; resource rooms (computer labs); and program or counseling offices. Administration spaces and building operation spaces are also required.

- Locate where accessible to pedestrians, bicyclists, people with disabilities, and transit users
- Locate adjacent to a major street
- Could be co-located with a community center with appropriate access considerations

#### *Minimum Amenities*

Public Lobby and Counseling Lobby

Counseling rooms

Administrative and staff space

Group treatment/classroom space

Resource Area

#### *Conflicting Elements*

Adjacent uses should contribute to the welcoming and non-threatening quality required for the facility.

#### *Metrics/Standards*

The National Institute of Building Sciences indicates that a facility to serve a population between 3,000 and 10,000 people should be approximately 10,000 sf. For populations between 10,000 and 40,000 the facility should be approximately 17,000 sf.

# TREASURE ISLAND COMMUNITY FACILITIES

## Needs Assessment

### *Needs Assessment*

The new Treasure Island development will continue to serve a broad range of populations with varying level of need for community and family social services. At full build out, the population on Treasure Island is anticipated to be 16,500. Based on the metrics above this would indicate the need for a large facility, but on the lowest side of that. Given the proximity to the City of San Francisco and the East Bay and the anticipated size of the population, these needs could be likely fulfilled in a facility between 10,000 sf and 12,000 sf.

### Community Performance/Gathering Space (EN/CG/C)

#### *Definition*

Outdoor performance space can take form in a variety of different configurations and sizes and serve a variety of cultural and entertainment needs. Some spaces may be able to accommodate hundreds or thousands of people, while others may cater to smaller outdoor events. This space can also act as a town center and a main gathering space for the community members.

#### *Trends*

Outdoor concerts, fairs and festivals are one of the top desired recreation activities in California communities. They appeal to a range of age groups and income levels, and attract residents, visitors and tourists. In addition this type of space could be appropriate for a Farmer's Market on select days.

Often private companies manage larger performance spaces for public entities. Naming rights, space for vendors, and other advertising options provide additional opportunities to generate revenue.

Small scale performance spaces often host free community events. Revenue generation is a challenge for these facilities; even spaces that accommodate 5,000 people have difficulties in attracting major acts and generating significant revenue.

#### *Size and Access*

- Size depends on the number of people to be accommodated and function in the development.
- Locate where accessible to pedestrians, bicyclists, people with disabilities, and transit users.

#### *Minimum Amenities*

Seating

Restrooms

Potable water and electric service

Trash/recyclable materials disposal

Emergency vehicle/service access

#### *Additional Amenities*

Note: Performances spaces of any size are more versatile when they incorporate these amenities:

Lighting/electrical

Storage

Utility vehicle garage

Gray water disposal

Portable floors

Charter bus drop-off

Bike parking

Space for vendors

Trash/recyclable materials disposal

Access to utilities/phone lines

Covered shelter

Portable stages

Wind barrier (if needed)

#### *Conflicting Elements*

Depending on events held, noise/light may conflict with residential areas.

## TREASURE ISLAND COMMUNITY FACILITIES

### Needs Assessment

#### *Metrics/Standards*

Nationally, over 90% of park and recreation providers offer performing arts, cultural festivals and community events<sup>17</sup>. No data is available on smaller performances spaces. However, most communities have formal or informal event spaces to accommodate community-oriented events.

#### *Needs Assessment*

As a Level 1 need, a multi-purpose plaza and event space would serve an important need as a community gathering space for residents and a location for cultural events. In addition, a well located and designed plaza can serve to attract visitors and tourists and potentially catalyze the retail area with a dynamic public space. The facility would focus primarily on free concerts, events, farmer's markets and overall community gatherings. Sponsorship from on-Island retailers and off-Island corporations could be sought. The space would serve several hundred residents.

For an enhanced need, a larger, more regional oriented events and concerts a performance space could be developed if the appropriate amenities and access could be provided. Currently there are some large scale events such as the Treasure Island Music Festival on the Great Lawn with capacity of 10,000 people. In order to continue this tradition, venues should be considered that would continue to serve this need.

## C. COMMUNITY SERVICES AND AMENITIES

### Health and Wellness Facilities (HW/REC/CG/R)

#### *Definition*

Privately owned and/or operated health and wellness centers dedicated to the provision of fitness machines, classes and high end facilities.

#### *Trends*

Multi-faceted facilities that incorporate fitness facilities, wellness/fitness classes (yoga, Pilates, dance), aquatics, spa like amenities and private fitness coaches are typically part of a privately operated facility. Tennis is also an amenity provided in many markets. These establishments can be very diverse and attempt to differentiate themselves within the marketplace by specific key attributes, including facility location and type, staff available, customized services and extra benefits. As indicated above, a major trend is integrating privately operated facilities in community oriented centers. These joint operations help to defray the capital costs for private operators and the high operation costs for cities.

#### *Minimum Amenities*

Fitness room

Lounge

Food concessions

Storage

Bike parking

Dance/Fitness class space

Locker room/Restrooms

Reception/Member space

Parking

#### *Additional Amenities*

Gymnasium

Tennis

Hot tubs/Sauna

Spinning room (Bikes)

Club room

Aquatics

Spa facilities

Pilates reformers

Running track

<sup>17</sup> National Recreation and Park Association, 2009.

## TREASURE ISLAND COMMUNITY FACILITIES

### Needs Assessment

#### Outdoor amenities

See *Community Centers* for additional details and metrics.

#### Needs Assessment

The feasibility of private, specialized health and wellness facilities will likely depend partially on the type of Community Center facilities provided. If a 15,000-20,000 sf Community Center is provided, small scale private facilities, such as a yoga or Pilates studio would be attractive to residents. Alternatively, a large scale joint Community Center and health and wellness facility of 40,000+ sf developed in partnership with a third party organization would serve both health and wellness needs as well as community service needs. The benefit of a single facility would be the ability to offset operation costs with a revenue generating facility. For planning purposes, a stand alone retail fitness and wellness center would require the type of space outlined in Table 5. For the actual Project, this space program would need to be confirmed and refined by a proposed operator and may include additional spaces such as spa facilities or swimming facilities.

Table 5: Retail Fitness Center

| ROOM TYPE                                      | Level 1<br>Needs<br>(Total sf) | Level 2<br>Enhanced<br>Facilities<br>(add'l sf) | Comments                                                                                        |
|------------------------------------------------|--------------------------------|-------------------------------------------------|-------------------------------------------------------------------------------------------------|
| Specialized Dance/Exercise                     | 1,200                          | 1,200                                           | Room(s) with specialized flooring and mirrors.                                                  |
| Weight Room                                    | 2,000                          | 2,000                                           | Mirrored and padded room with electronics and space for weighs and fitness machines.            |
| Multi-use fitness space                        |                                | 2,000                                           | Non-padded room for spinning classes and other non specialized flooring activities.             |
| Locker Rooms                                   | 600                            | 600                                             | Depending upon the operator, this may be larger to provide for specialized spa and sauna rooms. |
| Lounge                                         | 500                            |                                                 |                                                                                                 |
| Café/Retail                                    | 300                            | 500                                             | Food, drinks, seating and merchandise.                                                          |
| Front Lobby                                    | 400                            | 200                                             |                                                                                                 |
| Reception Desk/Ctr. Office                     | 400                            | 200                                             |                                                                                                 |
| Office Space                                   | 500                            | 200                                             |                                                                                                 |
| Restrooms                                      | 600                            | 300                                             |                                                                                                 |
| Storage/Supplies                               | 800                            | 800                                             |                                                                                                 |
| Building Support and Circulation (approx. 25%) | 2,200                          | 2,400                                           | This could be higher or lower depending on space design and efficiencies.                       |
| <b>APPROX. Total Sq. Ft.</b>                   | <b>9,500</b>                   | <b>19,900</b>                                   |                                                                                                 |

## TREASURE ISLAND COMMUNITY FACILITIES

### Needs Assessment

#### Community Gardens (REC/HW/CG/OS)

##### *Definition*

Community gardens are a piece of land cultivated by members of a community, especially in an urban area.

##### *Trends*

In urban areas where private yards are limited or individuals lack time or expertise to develop a garden plot on their property, community gardens are in demand.

Trends fueling the community garden movement include an emphasis on local and organic foods, self-sufficiency and a desire to save money. Community gardens promote interaction among residents of all ages, income levels and cultural backgrounds. Raised beds can provide greater access to older adults and people with disabilities.

##### *Size and Access*

Size and number of plots varies

- Locate where accessible to pedestrians, bicyclists, and people with disabilities in a area convenient to residents
- Could be co-located with the urban farm, schools and/or community center

##### *Minimum Amenities*

Access to at least 6 hours of sun daily

Access to water

Defined garden plots

Tool storage

Compost bins

Pathways

##### *Additional Amenities*

Perimeter fencing

Bulletin board

Gathering place/outdoor classroom

Perimeter planting to screen garden area from adjacent uses

##### *Conflicting Elements*

Unless plantings are provided to screen from adjacent users, the appearance of the garden throughout all seasons may not appeal to all. Wind is a consideration. Soil testing should be done to identify possible pollutants.

##### *Metrics/Standards*

2.6 garden plots per 10,000 residents.<sup>18</sup> No specific plot size was specified, but a useable size would be approximately 5'x10'.

##### *Needs Assessment*

Given Treasure Island's emphasis on healthy living, it is recommended that 10 to 15 garden plots be provided as a Level 1 need with the opportunity to grow to 30 or more plots as needed. Plot size should be approximately 5'x10'. About 750 to 1,500 gsf total of community garden space should be provided. To

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<sup>18</sup> Trust for Public Land, 2010

## TREASURE ISLAND COMMUNITY FACILITIES

### Needs Assessment

minimize concerns about the level of care these plots receive, it is recommended that they be centralized rather than dispersed in multiple locations.

#### Elementary, Middle and High School (E)

##### *Definition*

School facilities designed to accommodate education, learning and development of school age children 5/6 to 18. Schools may be public, non-profit or privately operated.

##### *Trends*

Schools have long been a center point for a community. However, concerns about safety and facility maintenance have made schools off limits to the general public in many communities. Now, as budgets reduce and needs increase however, school facilities are again being considered important resources for community members and possible shared space including, adult education, community meetings, youth groups and the like. In addition outdoor fields and facilities are increasingly being shared with the community as a whole. Shared-use agreements surrounding use and funding is a common tool to make the sharing most effective.

Another important trend in schools is the increase role of technology in teaching and learning. The developments of computer labs as well as smart classrooms that have digital technologies in each classroom are becoming popular.

##### *Size and Access*

45,000 sf +

- A typical classroom must accommodate 20 to 30 students and provide the minimum amenities identified below. Each school determines the needs for class size and number of classes per grade based upon its community population and demand for each school year. Flexibility must be maintained.
- Average classroom is approximately 1,000sf and can hold 20 to 35 students depending upon the age and activity.
- Access via walking, bicycle or transit is critical.

##### *Minimum Amenities*

- Administrative Offices
- Classrooms
- Play areas/courtyards/outdoor gathering space
- Visitor and lobby areas
- Assembly Space/Multipurpose Room
- Restrooms
- Science labs

##### *Additional Amenities*

- Art and music facility
- Cafeteria—In elementary schools, the cafeteria often doubles as the auditorium, aka "cafetorium."
- Gymnasium
- Health Services
- Media Center—Schools are changing traditional libraries into media centers, adapting to new technology, as well as to other issues such as comfort, flexibility and maximum use of space.

## TREASURE ISLAND COMMUNITY FACILITIES

### Needs Assessment

#### *After School Facilities*

An additional consideration is the need to provide afterschool care at the school site. If a total of 1,728 children ages 6 to 13 were residing on the Island, approximately 10 - 15% may attend off-Island private school. Out of the remaining approximately 1,500 students, it could be assumed that 15-30% would require after school care. The afterschool program would need to serve approximately 225-450 children and would need about 8,000 sf to 16,000 sf of space as well as outdoor space. The ideal approach would be to have an on-school site afterschool care program operated by a third party provider. This would allow for shared use of space, particularly for the outdoor play spaces. If a separate facility is provided for afterschool care, the best location would be adjacent to or on the school site. A partnership with a non-profit organization, such as Boys and Girls Club or YMCA could be pursued.

#### *Conflicting Elements*

Adjacent use(s) that would be perceived as a safety concern must be avoided.

#### *Metrics/Standards*

There are no specific school facility design and standards for grades K-12. Designs are relatively flexible and allow a high level of diversity of solutions given the needs of each community<sup>19</sup>. Typically, grades K-5/6 are housed separately from grades 6/7/8 and 9-12.

#### *Needs Assessment*

At full build out, Treasure Island is estimated to have over 2,500 school aged children (ages 6-18) living on the Island. In San Francisco, approximately 53,000<sup>20</sup> children attend public or charter schools, representing about 55% of all school age children in the city.<sup>21</sup> For planning purposes, if the same percentage attends public school on Treasure Island, schools should be provided to accommodate about 1,375 students. It is assumed that the balance of students will be accommodated by private schools or other alternative educational providers not on the island.

#### **Childcare: Center-Based**

##### *Definition*

Center-based child care centers are open for set hours, and provide a licensed, standardized and regulated system of care for children. Parents may choose a center close to their work or home. Child care centers are subject to state licensing requirements, and may be public, private or non-profit.

##### *Trends*

Separate indoor and outdoor areas are often provided for infants, toddler, and preschoolers. These areas are designed to support a developmental play program.

##### *Size and Access*

The California State Code of Regulations, Title 22<sup>22</sup> requires:

- 75 sf per child of outdoor space
- 35 sf per child of indoor space (usable activity space)
- 1 toilet and handwashing fixture per 15 children
- Separate toilet/handwashing facility must be provided for staff or isolation use for children who may be becoming ill

<sup>19</sup> "Elementary, Middle, and High Schools" *Planning and Urban Design Standards*, 2006.

<sup>20</sup> Student Enrollment - San Francisco Unified School District School Site List and Summary – Fall Semester 1997-2010

<sup>21</sup> The Concord Group, Sept. 20, 2010.

<sup>22</sup> California State Code of Regulations, Title 22: Child Care Centers, <http://www.dss.cahwnet.gov/ord/PG587.htm>, 2004-2009.



## TREASURE ISLAND COMMUNITY FACILITIES

### Needs Assessment

- Locate where accessible to pedestrians, bicyclists, people with disabilities, and transit users
- Locate adjacent to a major street
- Could be co-located with a school or community center

#### *Minimum Amenities*

##### Outdoors

Shade/wind barriers

Impact attenuating surfacing for play equipment

Developmentally appropriate play equipment

4' high fenced enclosure

##### Indoors

Separate spaces designed for 3 age groups

Restrooms

Food preparation area

Reception/Office

#### *Additional Amenities*

Indoor/outdoor storage

##### Outdoors

Separate outdoor area design for 3 age groups including:

Infant crawl area

Wheeled toy paths and storage

Natural play area

Dramatic play area

Outdoor classroom

Sand/water area

Turf area

Adult seating

Garden

Ball play

##### *Conflicting Elements*

Adjacent use(s) that would be perceived as a safety issue are not desirable

##### *Metrics/Standards*

Determination for the number of child care centers in a community is based on assessed need, market demand, demographics, and mix of licensed and family-based child care.

##### *Needs Assessment*

About 1,200 residents are anticipated in the 0-5 age category. For purposes of this plan, we assume that 20-30% of children will require center-based child care equaling approximately 240-360 children. The rest of the children will be served by stay-at-home care (nanny/parent/family member), off-island day care, employee day care or family center day care. For Level 1 needs, a child care center (or perhaps multiple smaller centers) serving 240 children should be provided. It would require a space of approximately 12,000 sf to 15,000 sf (active space plus building support, etc.) with at least 18,000 sf of adjacent outdoor space. IF the population or demand grows, additional facilities may be required in the future.

## TREASURE ISLAND COMMUNITY FACILITIES

### Needs Assessment

Table 6: Child Care Center

| ROOM TYPE                                      | Level 1<br>Needs<br>(Total sf) | Level 2<br>Enhanced<br>Facilities<br>(add'l sf) | Comments                           |
|------------------------------------------------|--------------------------------|-------------------------------------------------|------------------------------------|
| Children's Spaces                              | 8,400                          | 4,200                                           | 240 and 360 children at 35 sf each |
| Kitchen Space                                  | 300                            | 200                                             |                                    |
| Front Lobby                                    | 200                            | 100                                             |                                    |
| Reception Desk/Ctr. Office                     | 400                            | 200                                             |                                    |
| Restrooms                                      | 400                            | 200                                             |                                    |
| Storage/Supplies                               | 600                            | 300                                             |                                    |
| Building Support and Circulation (approx. 25%) | 3,090                          | 1,560                                           |                                    |
| <b>APPROX. Total Sq. Ft.</b>                   | <b>13,390</b>                  | <b>20,150</b>                                   |                                    |

#### Child Care - Family-Based (E/SS)

##### *Definition*

Family-based child care provides a more informal setting for child care needs. While providers must meet specific qualifications and State standards, the facility requirements are less rigorous than for center-based day care centers. Facilities can be considered small with less than 8 children or large with less than 14.

##### *Trends*

For large facilities, separate indoor and outdoor areas are often provided for infants, toddler, and preschoolers. These areas are designed to support a developmental play program.

At Mission Bay, it has been recognized that many of the housing unit types do would not be able to accommodate Family Child Care. To address this issue, certain houses have been developed and designated as family-child care focused, requiring the occupant to provide this service.

##### *Size and Access*

- Varied by home and number of children served.

##### *Minimum Amenities*

Regulations for licensed family-based child care in California are provided in Title 22. The following is an overview of some of the indoor and outdoor facility requirements outlined in this regulation:

- Large facilities (8-14 children) must pass a fire clearance approved by the local fire authority
- Home must have comfortable heating and ventilation
- Home must have telephone service
- Home must have safe toys, play equipment and materials
- Heaters and fireplaces must be screened
- Stairs shall be fenced or barricaded
- Outdoor play areas should be readily available and easily supervised

##### *Conflicting Elements*

Adjacent use(s) that would be perceived as a safety issue are not desirable

## TREASURE ISLAND COMMUNITY FACILITIES

### Needs Assessment

#### *Metrics/Standards*

Determination for the number of child care centers in a community is based on assessed need, market demand, demographics, and mix of licensed and family-based child care.

#### *Needs Assessment*

About 1,200 residents are anticipated in the 0-5 age category at full build out. If 5% required licensed family day care homes, approximately 60 children should be served. In order for this model to be effective, appropriately sized housing units would be required. As currently conceived, the housing units on Treasure Island would not effectively accommodate the large size family child care. It is possible that smaller sized family day care of 4 to 6 per house may be possible. Therefore the basic need requires 10-12 homes. Actual numbers will very likely be driven by market demand.

### Faith Facilities (SS/CG)

#### *Definition*

Space for faith-based organizations that could offer worship and social and community service opportunities.

#### *Trends*

Mature communities often have multiple faith-based facilities to serve the diverse needs of their community. For a new community development such as Treasure Island, providing separate facilities without understanding the specific interests, make up and desires of the community may be unfeasible. A discussion with stakeholders to determine the possibility for shared space should be considered. One difficulty may be the desire to use meeting spaces at the same times, e.g., Sundays and Wednesday evenings. The multi-purpose space provided at the Community Center could serve some needs. Maintaining the existing church would provide an appropriate space for worship and faith-based meetings if sharing can be scheduled and managed.

#### *Size and Access*

- Approximately 8,000 sf for shared space
- The facility should be centrally located and welcoming for all people.

#### *Minimum Amenities*

Gathering Space  
Restrooms  
Storage

#### *Conflicting Elements*

Adjacent use(s) that would be perceived as a safety issue are not desirable

#### *Metrics/Standards*

There are no specific standards available for the provision of faith facilities.

#### *Needs Assessment*

Within 6 miles on either side of Treasure Island, there are a large number of options and diversity of churches, mosques and temples for residents to attend regular services.

If a faith-based facility is provided on the Island, it should be considered a shared, non-denominational place for all residents to use. Space needs would include a large gathering space of 2,500 to 3,500 sf, adequate storage for multiple users of approximately 1,000 sf, as well as office and support spaces. Altogether, approximately 8,000 sf would likely serve the needs if uses are appropriately scheduled and managed.

## TREASURE ISLAND COMMUNITY FACILITIES

### Needs Assessment

#### Acute Health Care (HW)

##### *Definition*

Individuals on Treasure Island will need access to a care facility nearby for any urgent/critical care in order to stabilize someone for transport to a larger facility and for more simple health care needs.

##### *Trends*

Several options to address this basic need should be further evaluated. Options include, but are not limited to:

- A general Health and Wellness Clinic (patient care is limited to less than 24 hours) with both acute and general medical care for Island residents, employees and visitors. A model for this is St. Francis's Center at AT & T Park.
- Partnering with the Fire Department to provide emergency care. Facilities for acute care may be able to be located within the fire and police facilities.
- A private family practitioner who provided urgent care hours or a private urgent care facility may also be able to meet Level 1 Needs and also urgent needs of visitors.
- A mobile health care unit that would provide care on the island
- Expand the Haight Asbury Free Clinic's role from currently providing inpatient care for substance abuse to more integrated primary care.

##### *Size and Access*

- Minimum 2,000sf for staff, equipment, beds and emergency equipment.
- The facility should be centrally located and have easy access to the San Francisco Bay Bridge
- Consider co-locating
- Easy access for ambulance and emergency vehicles

##### *Minimum Amenities*

Emergency Care  
Personnel space  
Lobby and processing area

##### *Conflicting Elements*

Adjacent use(s) that would be perceived as a safety issue are not desirable

##### *Metrics/Standards*

There are no specific standards for this type of facility.

##### *Needs Assessment*

Other hospital and emergency room providers are located within 6 to 8 miles from Treasure Island on both the San Francisco and East Bay sides. Potential transportation limitations (i.e. traffic and unforeseen emergencies) make this an important amenity. Hours of operation, staffing, size and focus need to be developed within the larger context of the regional offerings as well as the potential high cost of medical facilities.

A Health Clinic could be co-located with the Health and Fitness facilities allowing for shared use of facilities for doctor's offices, physical therapy offices and other social and health services. This type of facility ranges greatly in terms of square feet from 8,000 sf up to 50,000 sf. The size and configuration will depend on the operator's needs and standards.

## TREASURE ISLAND COMMUNITY FACILITIES

### Needs Assessment

#### E. OPEN SPACE AND RECREATION FACILITIES

Treasure Island offers a very unique opportunity for community members to access parks, particularly considering its more urban location. Typical metrics for recreation and park needs must be considered in light of the tremendous opportunity for open space, trails, and recreation amenities on the Islands. For any vibrant community, the key element for the parks and open space component is to offer a range of opportunities, activities and settings to recreate, relax, learn and enjoy nature.

##### *Participation and Use of Parks*

To understand how to best design and provide park and recreation facilities for a community, evaluating how people actually use and enjoy parks is important. According to a recent survey, *Public Opinions and Attitudes on Outdoor Recreation in California—2008: An Element of the California Outdoor Recreation Plan*, Californians embrace an active outdoor lifestyle with approximately 72% of survey respondents participating in recreational activities within a month's period of time. The vast majority of individuals identified walking as their primary activity (49%), followed by informal play (30%), passive activities (24%) and picnicking (24%). When asked what kind of facilities they use, the most common were community centers, open space for informal play and activities, picnic amenities, and trails.

When asked to identify the most important element of these activities, participants indicated in order of preference:

- to have fun,
- to be with family and friends,
- to relax, and
- to view the scenic beauty.

To define park needs, these attitudes and indicators are important to consider particularly in such a unique place as Treasure Island. The existing natural beauty and views paired with the proposed parks, trails and recreation system, as currently considered, go a considerable way in capturing what people like to do.

In order to address the needs of all ages and activity groups, there are several types of parks that need to be provided on Treasure Island to meet the broad range of community needs. These include:

- *Active Recreation Space:* Programmed, specially designed spaces for sports groups, leagues and community members.
- *Passive Recreation:* Picnic areas, walking paths, seating areas, water elements and the like for the quiet enjoyment of space
- *Neighborhood and Community Recreation:* Non-programmed and programmed, active spaces for residents to use at any time. These include spaces that should be provided in close proximity to every residence, such as open turf and tot lots, as well as those that should serve the entire community.
- *Open Space:* Non-programmed and unbuilt open natural areas for enjoying and learning about the habitat and flora of the area, etc.

## TREASURE ISLAND COMMUNITY FACILITIES

### Needs Assessment

#### Regional Sports/Recreation Fields (REC/OS/CG/HW)

##### *Definition*

A *regional sports complex* includes multiple sports fields, usually a hub of 3-5 fields, designed for regional competitive play and is revenue-generating. Depending on the use and operator, fields and other community-serving elements also can be provided in a regional sports complex to meet the needs of local residents. A *community sports complex* is simply a collection of fields and other community-serving recreation elements that serve local residents. This facility is focused on meeting local needs rather than generating revenue.

##### *Trends*

Many sports complexes are public/private partnerships. Often public agencies provide the land and construct the facility, which is then operated by a private provider. The private operator provides staff, scheduling, maintenance, and insurance. In addition, the operator provides the agency with some facility use and provides a percentage of revenue to the public agency. The public agency will recover the development costs over the long term, perhaps 25 years.

Regional sports complexes are designed to generate revenue. In general, adult sports, especially softball, generate the greatest revenue. In other localities, these fields are included to ensure a successful facility. Additional elements may include:

- A sit-down restaurant facility that provides a field view and serves alcohol is part of the current successful revenue mix.
- A pay-to-play batting cage is a popular revenue-generating element.
- Indoor soccer is an additional popular revenue-generating element.
- A children's play area supports a family-oriented environment.
- Games section.
- Synthetic turf fields are most successful in accommodating heavy use and satisfying customer expectations regarding field quality.
- Some fast food concessions have been provided at these facilities, but these should not conflict with the primary restaurant venue.
- A controlled access gate to collect a minimal admission fee is desirable.
- Due to the high turn-over of participants, it is unlikely that the desired level of participation can be accommodated with public transportation alone. Adequate auto parking is necessary. However, a transportation shuttle can be offered by the facility to encourage public transportation use.
- Due to public demand, land availability and cost, many communities have a shortage of sports fields. San Francisco has a need for over 60 baseball/softball and multiuse fields<sup>23</sup>
- In addition to regional competitive sports fields, sports complexes can include neighborhood serving facilities. These should be open to the public without admission charge.
- Community sports complexes are often a collection of fields and other community-serving recreation elements. The focus of these facilities is meeting needs rather than generating revenue.

##### *Size and Access*

30-40 acres

- Locate where accessible to pedestrians, bicyclists, people with disabilities, and transit users
- Locate adjacent to a major street

<sup>23</sup> San Francisco Recreation and Park Department, 2004.

## TREASURE ISLAND COMMUNITY FACILITIES

### Needs Assessment

#### *Minimum Amenities for Regional Sports Complex*

3-6 softball fields  
Seating  
Controlled access gate  
Parking/Bike parking

Team locker rooms/dug outs  
Food service  
Lighting

#### *Additional Amenities for Regional Sports Complex*

Indoor soccer field  
Children's play area  
Restaurant  
Community-serving recreation elements (see neighborhood parks, next section)

#### *Minimum Amenities for Community Sports Complex*

Softball/soccer fields  
Additional community serving amenities to meet needs

#### *Conflicting Elements*

Traffic and lighting can conflict with residential areas.

#### *Metrics/Standards*

1.9 Ball diamonds per 10,000 residents<sup>24</sup>

- 1 field per 8,000 residents for baseball/softball and multiuse fields<sup>25</sup>
- 1 baseball/softball field per 5,000 residents<sup>26</sup>

#### *Needs Assessment*

For Level 1 Needs, a community sports complex could accommodate some local needs both community-wide and to serve the adjacent Eastside Commons neighborhood. These should be freely accessible without an admission fee. These include: 1-2 multiuse fields, 1-2 basketball courts, picnic area, and play areas for 0-5 years and 5-12 years. For a more detailed discussion of need, see the Neighborhood Parks section.

As a desired amenity, a regional sports complex could be developed. This might include 3-6 softball fields/baseball fields, and 3-6 multi-use fields. Tennis courts and a skate park also could be provided and available for resident use. An agreement could be developed with the sports park operator to provide community access to fields for a specified number of hours per week. To serve regional and non-resident needs, additional sport complex amenities could be added, including team locker rooms/dug outs, seating, food service, controlled access gate, and lighting. The viability of a regional facility would require additional analysis particularly around capital investment, operators, parking requirements and access for tournaments and other larger scale events.

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<sup>24</sup> Trust for Public Land, 2010.

<sup>25</sup> San Francisco Recreation and Park Department, 2004.

<sup>26</sup> National Recreation and Park Association. *Park*, 1996.



## TREASURE ISLAND COMMUNITY FACILITIES

### Needs Assessment

#### Neighborhood Parks and Pocket Parks (REC/OS/HW/CG)

##### *Definition*

Neighborhood parks provide easy access to basic recreation resources such as green space, playgrounds, open fields, and picnic areas. Neighborhood parks are typically between 2 and 10 acres, but can be as large as 15 acres or more. Neighborhood parks are located within biking and walking (about 1/4 mile) distance of users.

##### *Trends*

Most communities are steering away from smaller mini-parks which have higher maintenance costs and provide limited recreation opportunities.

##### *Size and Access*

1+ acre preferred

Locate on a local serving street

##### *Minimum Amenities*

Site furnishings (bike rack, benches, trash/recycle receptacles, etc.)

ADA-compliant pathway system/sidewalks

Park identification sign

Site furnishings

##### *Additional Amenities*

Perimeter pathway

Sports courts (basketball or tennis court)

Small-scale interactive water feature

Small shelter or gazebo

Picnic tables

Lighting

Other small-scale recreation resources (skate spot, horseshoe pits, bocce court, etc)

Children's play area (ages 2-12 or 0-5 years)

Open turf area/multi-use field

Community garden

Landscaping (trees, shrubs, floral plantings)

Restrooms

##### *Conflicting Elements*

Destination or community-wide facilities that may impact the ability of residents to use the amenities.

##### *Metrics/Standards*

- 5 acres per 1,000 population<sup>27</sup>
- 10 acres per 1,000<sup>28</sup>
- Tennis Courts – 1/5,000<sup>29</sup> – 3 required based on San Francisco standards. This requirement should be reviewed based on the demand and actual need for this type of specialized facility on Treasure Island
- Multiuse fields – 1/8,000<sup>30</sup> – Ideally, 2 should be provided near the Cityside neighborhood and an additional 1-2 to serve the Eastside Commons neighborhood.
- Sports Courts (Basketball, etc.) – 1/5,000<sup>31</sup> – 3-4 needed – Ideally, 2 should be located in each Cityside and Eastside Commons neighborhood.
- Softball/Baseball fields – 1/8,000<sup>32</sup> – 2 needed for community use.

<sup>27</sup> California Quimby Act.

<sup>28</sup> National Recreation and Park Association, 1996.

<sup>29</sup> San Francisco Recreation and Park Department, 2004.

<sup>30</sup> *ibid.*

<sup>31</sup> *ibid.*

<sup>32</sup> *ibid.*

## Needs Assessment

- Play areas – No standard for City of San Francisco or Emeryville; generally provided in all neighborhood and community parks – areas must be designed for 0-5 years or 5-12 years and should be easily accessed from all the neighborhoods. A play area can also be provided for 2-12 years, but it is less challenging for the older users since it must meet safety requirements for younger children.

### *Needs Assessment*

In many communities, about 5 acres/1,000 residents is provided for neighborhood/community park space. Using that metric, about 80 acres of neighborhood/community park space would be required on Treasure Island given the anticipated population.

TREASURE ISLAND COMMUNITY FACILITIES  
Needs Assessment

## 6. Needs Assessment Summary

Table 7 summarizes the Level 1 Needs and expanded/desired community facility needs for the Treasure Island community, which has been described in more detail in Section V of this report.

Table 7: Community Facility Needs

| Facilities                                                                    | Community Needs                                                               |                                                                            |
|-------------------------------------------------------------------------------|-------------------------------------------------------------------------------|----------------------------------------------------------------------------|
|                                                                               | Level 1 Needs                                                                 | Level 2<br>Enhanced Facilities                                             |
| <b>A. Public Service Facilities</b>                                           |                                                                               |                                                                            |
| Police Services (approximate)                                                 | 5,000 sf                                                                      | 5,000 sf +                                                                 |
| Fire Services (approximate)                                                   | 10,000 sf                                                                     | 12,000 sf +/-                                                              |
| <b>B. Community Spaces</b>                                                    |                                                                               |                                                                            |
| Community Center                                                              | 20,000 gsf                                                                    | 48,600 gsf                                                                 |
| Neighborhood Reading Room/Library                                             | 1,000 sf                                                                      | 1,500 sf                                                                   |
| Senior/Adult Services                                                         | Included as part of Community Center                                          |                                                                            |
| Teen/Youth Centers                                                            | Included as part of Community Center                                          |                                                                            |
| General Social Services/<br>Family Services                                   | 10,000 sf                                                                     | 12,000 sf +/-                                                              |
| Outdoor Community<br>Performance/Gathering Space                              | Small to medium<br>events                                                     | Large scale concerts                                                       |
| <b>C. Community Services and Amenities</b>                                    |                                                                               |                                                                            |
| Health and Wellness Facilities (If<br>not part of larger Community<br>Center) | 9,500 gsf                                                                     | 19,900 gsf                                                                 |
| Community Gardens Plots                                                       | 10 to 15 plots<br>(300 gsf)                                                   | Provide up to 30 or more                                                   |
| <b>D. Educational and Cultural Facilities</b>                                 |                                                                               |                                                                            |
| K-12 School(s)                                                                | 45,000 sf                                                                     |                                                                            |
| Center-Based Childcare                                                        | 240 children<br>Approx. 12k- 15k sf<br>18,000 sf outdoor                      | Up to 360 children<br>Additional<br>Approx. 8 – 10k sf<br>9,000 sf outdoor |
| Family-Based Childcare (small)                                                | 40-50 kids at 10 sites                                                        | 50 – 60 kids at 12 sites                                                   |
| Faith Facilities                                                              | Provided in Building One, Shared Community<br>Facility or in Relocated Church |                                                                            |
| Acute Health Care                                                             | 2,000 sf min                                                                  | (tbd)                                                                      |
| <b>E. Open Space and Recreational Facilities</b>                              |                                                                               |                                                                            |
| Regional Sports/Recreation Fields                                             | 40 acres<br>community serving<br>amenities                                    | Additional regional field<br>amenities                                     |
| Neighborhood Parks and<br>Pocket Parks                                        | 80 acres                                                                      |                                                                            |

## TREASURE ISLAND COMMUNITY FACILITIES Needs Assessment

### SOURCES AND METRICS

The following data was used in developing metrics for this report:

American Planning Association, *Planning and Urban Design Standards*, 2006.

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California Quimby Act

Treasure Island Draft Community Facilities Plan, Sept. 2006

Treasure Island EIR









**AGENDA ITEM 8**  
**Treasure Island Development Authority**  
**City and County of San Francisco**  
**Meeting of March 9, 2011**

**Subject:** Resolution approving the Treasure Island Development Authority Fiscal Year 2011-12 Budget, Including Work-Orders and Memorandums of Understanding for Services with other City Departments and Professional Services Contracts and Agreements with Service Providers, and Authorizing the Director of Island Operations to Submit the Proposed Budget to the Mayor for further Review and Inclusion in City and County of San Francisco 2011-12 Budget (Action Item)

**Contact:** Mirian Saez  
Director of Island Operations  
415-274-0660

**BACKGROUND**

This presentation is for consideration of the proposed Treasure Island Development Authority ("TIDA") Budget for Fiscal Year 2011-12 ("FY2011-12") which would authorize the Director of Island Operations to submit the proposed budget to the Mayor of the City and County of San Francisco (the "City") for further review and inclusion in the City's FY2011-12 Budget. Additionally, the proposed budget would authorize the Director of the Island Operations and the Director of Redevelopment to enter into Work-Orders and MOUs with other City Departments for services associated with its operations and redevelopment needs, professional service contracts with vendors, and grants and agreements with service providers.

TIDA was established as a California nonprofit public benefit corporation and delegated certain powers under state and local legislation for the purpose of promoting the planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of the former Naval Station Treasure Island (the "Base"). Specifically, the Treasure Island Conversion Act of 1997 (the "Act"), passed by the California legislature in 1997, granted to TIDA the State's authority to administer the Tidelands Trust on Treasure Island/Yerba Buena Island and enabled TIDA to be designated as a redevelopment agency under the California Community Redevelopment Law. The Board of Supervisors designated TIDA as the Local Reuse Authority ("LRA") to manage the conversion of the former Base, which includes portions of Yerba Buena Island, from military use to civilian reuse.

The specific mission of TIDA is to redevelop the former Base and manage its integration with the City in compliance with federal, state and city guidelines, including the California Tidelands Trust; create new housing and job opportunities for San Francisco residents, including assuring job opportunities for homeless and economically disadvantaged City residents; increase recreational and Bay access venues for San Francisco and Bay Area residents; and promote the welfare and well being of the citizens of San Francisco.

To achieve these goals, TIDA provides services that can be grouped into two broad categories described in more detail below.

1. Property management and municipal services
2. The transfer of federal property to local jurisdiction and planning of redevelopment activities

1. ***Property Management/Municipal Services.*** Under the provisions of a Cooperative Agreement between TIDA and the United States of America, acting by and through the Department of the Navy ("Navy"), TIDA serves as the property manager for the Base. TIDA is responsible for the overall operations including building maintenance, utility operations and maintenance, landscaping, road repair and management of personal property. In addition, the Cooperative Agreement made TIDA and the City responsible for the provision of municipal services to Treasure Island and Yerba Buena Island including public safety services.

To offset the costs associated with property management and municipal service responsibilities, TIDA established two principal sources of revenue: (i) revenue generated from interim leasing of existing facilities; and (ii) revenue generated from special events on the Base. TIDA has entered into MOUs and work orders with numerous City departments to provide the spectrum of services required under the Cooperative Agreement, including the the City Attorney's Office, General Service Agency ("GSA"), the Department of Public Works ("DPW"), the Police Department ("SFPD"), the Fire Department ("SFFD"), and the Public Utilities Commission ("SFPUC").

2. ***Transfer of Federal Property/Planning for Redevelopment.***

As the designated local reuse authority, TIDA, working through the Office of Economic and Workforce Development ("OEWD"), is negotiating with the Navy to acquire all real property at the Base that has not been transferred to other federal agencies or the State of California. The portions of the Base proposed to be transferred include approximately 365 acres on Treasure Island and approximately 115 acres on Yerba Buena Island. TIDA has designated OEWD as the lead negotiator and project management entity facilitating the redevelopment of former Naval Station Treasure Island on behalf of TIDA. OEWD works collaboratively with the Treasure Island Project Office to ensure effective coordination of interim reuse and the proposed redevelopment project.

In 1999, TIDA was formed and began an extensive public process which involves establishing a Redevelopment Plan for the reuse of the Islands. Working through OEWD, TIDA has been negotiating with the prospective master developer, Treasure Island Community Development, LLC ("TICD"), who was selected in 2003 through a competitive RFQ/RFP process on the plans, program and business terms of the proposed redevelopment project. In December 2006, the Citizens Advisory Board, TIDA Board, and the Board of Supervisors endorsed a comprehensive *Development Plan and Term Sheet for the Redevelopment of Naval Station Treasure Island* ("Term Sheet"), which included land use, infrastructure, housing, sustainability, open space, and financing plans.

The 2006 endorsement of the Term Sheet marked a very important milestone in the project, as it specifically guides the efforts required to make the ambitious redevelopment

plans for the Islands a reality. These efforts includes negotiating the final terms of conveyance of the property with the Navy, negotiating a Disposition and Development Agreement (“DDA”) with TICD, and engaging multiple agencies and stakeholders to implement the many components of the Term Sheet. In December 2009, TIDA and the Navy reached agreement on the basic financial terms for the transfer of the property from federal ownership to TIDA. In 2010, the Citizens Advisory Board (“CAB”), TIDA Board, and the Board of Supervisors endorsed an Update to the Term Sheet that incorporated the terms of property conveyance from the Navy to TIDA, among other project refinements.

Since that time, OEWD has continued negotiating the final terms of the conveyance agreement with the Navy, negotiating a DDA with TICD, and engaging multiple agencies and stakeholders to implement the many components of the Term Sheet. Completion of environmental review under CEQA, approval of the Economic Development Conveyance Memorandum of Understanding (“EDC MOU”) with the United States Navy for transfer of the property, approval of a Disposition and Development Agreement with TICD, approval of an Agreement with the Treasure Island Homeless Development Initiative, adoption of a Redevelopment Plan under California Redevelopment Law, adoption of General Plan and Zoning amendments, and approval of a Tidelands Trust Exchange Agreement with the State Lands Commission, and approval of a Disposition and Development Agreement with Treasure Island Enterprises, LLC for expansion of the marina, among obtaining other regulatory approvals, are all anticipated in spring 2011.

Key priorities during FY 11-12 include initiating property transfer from the Navy and starting the first phase of project infrastructure construction.

### **FISCAL YEAR 2011-12 BUDGET DISCUSSION**

In presenting the proposed FY 2011-12 Budget, a review of this year’s revenue and expense is first required. Housing and commercial revenues are on par with annual projections but the economic down turn continues to impact the Joint Venture Special Events income and TIDA’s ability to generate banner rental income for use of the space on the east side of Yerba Buena Island. TIDA has not experienced any unplanned costs in Professional and Specialized Services and has kept Administration costs down considerably. The City Department Work- Orders are all encumbered as budgeted and no cost over-runs are anticipated. Redevelopment costs have been reimbursed by TICD as agreed in the Exclusive Negotiating Agreement with the parties.

#### **FY 2010-11 Revenues**

The TIDA Budget for FY 2010-11 projected housing revenue at \$4,680,400 which included the Base Rent, Percentage Rent and Common Area Maintenance charges from John Stewart Company (JSCo), our property manager. JSCo maintains that the total 12 months projected income and actual income will be on target through the end of June 2011. In its February 22, 2011 Memorandum discussing the January distribution of percentage rent, JSCo reports that the Actual Total Revenues were

8.9% above Budgeted Total Revenues while that Actual Total Operating Expenses were below Budgeted Total Operating Expenses by about 7%.

The Budget for FY2010-11 projected commercial revenue at \$2,021,030. The January Revenue Report provided by GSA states that commercial revenues are at \$1,087,944, or approximately 54%. A mid year review of projected commercial revenue finds that income is slightly less than budgeted due to the loss of one major tenant associated with the Bay Bridge project. The rental income from the banner space on YBI is down considerably as non-profits are choosing not to utilize the space for advertising as they have in years past.

The state of the economy continues to negatively impact our Special Events venues managed by the Joint Venture Agreement (the JV) between TIHDI and Wine Valley Catering. It is experiencing a 10% decrease in income as of January and projects the decrease to be as high as 25% for the year end.

### **FY 2010-11 Expenditures**

To date, TIDA has maintained expenses within budget. In the last seven months, we did not experience any unplanned budget expense and we do not foresee any budgets over-runs in City Department Work-Orders as we head into our last quarter of the year. Our Professional and Specialized Services are on target and our Administration costs are under budget.

### **Fiscal Year 2011-12 Budget**

There are two major changes proposed for the FY2011-12 budget year. The first change is the consolidation of our operation and redevelopment budgets to reflect the proposed Disposition and Development Agreement ("DDA") with TICD and the proposed EDC MOA with the Navy that will be submitted to the TIDA Board and the Board of Supervisors for consideration in the coming months.

The second change is our streamlining of the accounts payable and receivable area. A total of 1.25 FTEs were responsible for this function. The General Services Administration (GSA) will take responsibility for all receivables and payables beginning immediately. The GSA MOU will reflect the change, as will the GSA Work-Order.

### **FY 2011-12 Revenue Projections**

The housing revenues from the John Stewart Company (JSCo) are projected to be \$4,748,856 which includes the Base Rent and Percentage Rent. This is a conservative estimate and should improve as we progress through the redevelopment. Our commercial leasing will be slightly impacted by the loss of our ability to sublease available space on the Islands to accommodate the redevelopment goals.

Overall, TIDA revenue for FY 2011-12 is projected to increase by nearly \$345,500.

## **FY 2011-12 Expenditure Projections**

The proposed expenses are consistent with the Mayor's Directive to reduce costs by 10%. The total Project Staff expenses-- staff salaries, staff benefits, and our GSA MOU -- are \$1,723,625. We will hire one administrative staff to assist management and we will continue to budget for unplanned staff in anticipation of the transition. TIDA's administrative expenses are minimal at \$80,000. Our operation Professional and Specialized Service contracts and obligations are maintained at the same level of funding from last year for the Boys & Girls Club, Catholic Charities for the child care facility, TIHDI, YMCA, Toolworks (janitorial), and Rubicon (landscaping). Redevelopment Professional Service contracts are projected to be \$600,000.

The balance of our revenues fund operation Work-Orders with City Departments for administrative services, public works and building service contracts including DPW, City Attorney, SFPD, Risk Manager, Parking and Traffic and the Department of Real Estate in the amount of \$1,520,535. Another \$1,342,000 in Redevelopment City Department Work- Orders is also funded. The approval of the FY 2011-12 Budget authorizes the expenditures under these work-orders.

Expenditures budgeted for the SF PUC is the same as last year, \$998,000. The budget for the PUC utility services is \$648,000 and another \$150,000 is for the rental fee of two generators. In addition, another \$200,000 is set aside as per the Memorandum of Understanding for the repayment of TIDA's outstanding debt from the previous years.

Project Staff proposes the Facilities and Capital Improvements line items for buildings repairs and general maintenance of the islands in the amount of \$450,000.

The proposed FY 2011-12 Budget sets aside \$160,000 for Reserves.

The FY 2011-12 Budget Information is outlined in the following exhibits.

Exhibit A - TIDA Revenue Spreadsheet

Exhibit B -TIDA Revenue Details

Exhibit C -TIDA Expense Spreadsheet

Exhibit D- TIDA Expense Details

Exhibit E - Project Office FY2011-12 Goals

Prepared by Mirian Saez,  
Director of Island Operations





1 [Approving the TIDA Annual Budget for FY 2011-2012]

2 **Resolution Approving the Budget of the Treasure Island Development Authority for**  
3 **Fiscal Year 2011-2012 and Authorizing the Director of Island Operations and the**  
4 **Director of Redevelopment to Enter into Work-Orders and MOUs for Services with City**  
5 **Departments and Submit the Proposed Budget to the Mayor of the City and County of**  
6 **San Francisco for Further Review and Inclusion in the City's 2011-2012 Budget**

7 WHEREAS, Former Naval Station Treasure Island is a military base located on  
8 Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by  
9 the United States of America (the "Navy"); and,

10 WHEREAS, The Base was selected for closure and disposition by the Base  
11 Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its  
12 subsequent amendments; and,

13 WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97,  
14 authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit  
15 corporation known as the Treasure Island Development Authority (the "Authority") to act as a  
16 single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and  
17 conversion of the Base for the public interest, convenience, welfare and common benefit of  
18 the inhabitants of the City and County of San Francisco; and,

19 WHEREAS, Under the Treasure Island Conversion Act of 1997, which amended  
20 Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter  
21 1333 of the Statutes of 1968 (the "Act"), the California Legislature (i) designated the Authority  
22 as a redevelopment agency under California redevelopment law with authority over the Base  
23 upon approval of the City's Board of Supervisors, and (ii) with respect to those portions of the  
24 Base which are subject to the Tidelands Trust, vested in the Authority the authority to  
25 administer the public trust for commerce, navigation and fisheries as to such property; and,





1 WHEREAS, As a redevelopment agency, the Authority has no indebtedness for the  
2 purpose of claiming property taxes and conforms to California Community Redevelopment  
3 Law regarding the adoption of budgets pursuant to California Health and Safety Code Section  
4 33606; and,

5 WHEREAS, As provided under the Authority's Bylaws, the Director of Island  
6 Operations has prepared a budget for the Authority for Fiscal Year 2011-2012, a copy of  
7 which is attached to this resolution as Exhibit A (the "FY 2011-2012 Budget Submittal"); now  
8 therefore be it

9 RESOLVED, That the Board of Directors of the Authority hereby adopts and approves  
10 the FY 2011-2012 Budget Submittal, and hereby authorizes the Director of Island Operations  
11 and the Director of Redevelopment to (1) enter into work orders and MOUs with City  
12 Departments for services that are consistent with the 2011-2012 Budget, and (2) submit the  
13 proposed budget to the Mayor of the City and County of San Francisco for further review and  
14 inclusion in the City's 2011-2012 Budget.

15  
16 **CERTIFICATE OF SECRETARY**

17 I hereby certify that I am the duly elected Secretary of the Treasure Island  
18 Development Authority, a California nonprofit public benefit corporation, and that the  
19 above Resolution was duly adopted and approved by the Board of Directors of the  
20 Authority at a properly noticed meeting on March 22, 2011.

21  
22  
23 Jean-Paul Samaha  
24  
25



Treasure Island Development Authority

| TIDA REVENUE SOURCES 02/09/2011       | 2010-11 Approved Budget | Proposed 2011-12 Budget | Difference       |
|---------------------------------------|-------------------------|-------------------------|------------------|
| Joint Venture Special Events          | \$377,410.00            | \$362,245.00            | -\$15,165.00     |
| TIDA Special Events Revenues          | \$157,000.00            | \$272,850.00            | \$115,850.00     |
| TI Commercial Revenues                | \$2,021,030.00          | \$2,073,917.00          | \$52,887.00      |
| Film Revenues                         | \$12,000.00             | \$25,000.00             | \$13,000.00      |
| YBI Cellsites/ Banner Revenues        | \$399,550.00            | \$320,550.00            | -\$79,000.00     |
| Maritime Revenues                     | \$90,000.00             | \$90,000.00             | \$0.00           |
| John Stewart Company Housing Revenues | \$4,680,395.00          | \$4,748,856.00          | \$68,461.00      |
| Housing CAM                           | \$139,420.00            | \$479,030.00            | \$339,610.00     |
| Carryforward/Year End Balance         | \$150,000.00            | \$0.00                  | -\$150,000.00    |
| <b>Grand Totals</b>                   | <b>\$8,026,805</b>      | <b>\$8,372,448</b>      | <b>\$345,643</b> |



# **I. TIDA REVENUE DETAILS**

## **TI Special Events Revenues**

This amount reflects revenues received from special events held on Treasure Island such as corporate events, wedding receptions, and recreational use. The revenues are separated between the Joint Venture Agreement (JV) and the TIDA-booked events to differentiate and monitor funds.

For the JV, TIDA receives fees from the rental of Special Events venues and participation revenue from the food sales (3 %). The JV forecasts \$362,245 in revenues. The JV revenues are decreased from last year due to the economic downturn in the event industry based on forecasts provided by Wine Valley Catering.

For TIDA-booked Special Events, the forecast is \$272,850 in revenues based on increase on interest in TIDA venues.

### **A. Joint Venture Special Events**

|           |           |            |
|-----------|-----------|------------|
| \$377,410 | \$362,245 | (\$15,165) |
|-----------|-----------|------------|

### **B. TIDA- Special Events**

|           |           |           |
|-----------|-----------|-----------|
| \$157,000 | \$272,850 | \$115,850 |
|-----------|-----------|-----------|

| TIDA Special Events Revenues FY11-12                                                  | Annualized  |
|---------------------------------------------------------------------------------------|-------------|
| Great Lawn, Annual Events and Misc. bookings to-date                                  |             |
| SF Market Place-(July 30-31) (August 27-28) (Sept 24-25) (Oct 29-30) (Nov 26-27) 2011 | \$15,000.00 |
| TI Triathlon-July 8-11, 2011                                                          | \$18,250    |
| Frantic Productions July 11 to September 13, 2011                                     | \$80,000    |
| Oracle Hartmann Studios September -October 2011                                       | \$90,000    |
| CA Dragon Boat Festival- September 17-18, 2011                                        | \$10,500    |
| American Lung Association Healthy Air Walk- October 2, 2010                           | \$1,600     |
| TI Music Festival-October 15-16, 2011                                                 | \$18,500    |
| TI Wine Festival- October 9, 2011                                                     | \$2,000     |
| All Star Dog Run October 9, 2011                                                      | \$1,000     |
| Safeway Foundation-November 2011 (Specific date has NOT been established)             | \$36,000    |
| Total                                                                                 | \$272,850   |

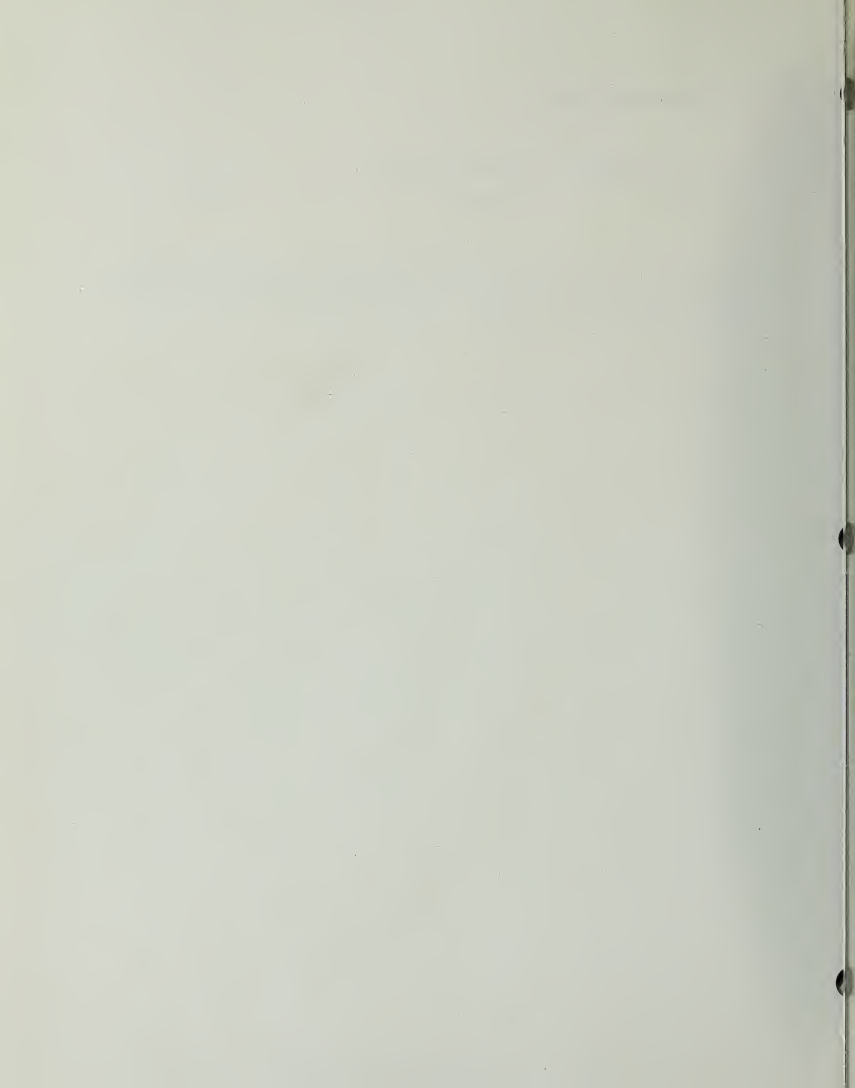




C. TI Commercial Revenues

| TIDA FY 10-11 Budget | Proposed FY 2012-12 | Change   |
|----------------------|---------------------|----------|
| \$2,021,030          | \$2,073,920         | \$52,890 |

This amount reflects executed subleases and potential new subleasing opportunities for commercial space on Treasure Island based on the following agreements. The decrease in the commercial revenues is due to loss of two major tenants including CC Myers and Glide Foundation in FY 10-11, among others.



| TYVBI Commercial Leasing Revenues FY 11-12 |                                                                   |                           |                            |                 |                            |                 |    |    |    | Annualized   |  |
|--------------------------------------------|-------------------------------------------------------------------|---------------------------|----------------------------|-----------------|----------------------------|-----------------|----|----|----|--------------|--|
| Tenant Name                                |                                                                   |                           |                            |                 |                            |                 |    |    |    |              |  |
| Commercial Tenants                         |                                                                   |                           |                            |                 |                            |                 |    |    |    |              |  |
|                                            |                                                                   | Anniversary Date          | Monthly Rents period       | Period 1: Total | Monthly Rents Period       | Period 2: Total |    |    |    |              |  |
|                                            |                                                                   |                           |                            | Rent            |                            |                 |    |    |    |              |  |
| 319                                        | 411 Fire News - (Bldg. 1)                                         | 2/1/2011                  | 7/1 - 1/31/2012 (\$1,930)  | \$ 13,510.00    | 2/1 - 6/30/2012 (\$1,985)  | \$ 9,925.00     | \$ | \$ | \$ | 23,435.00    |  |
| 319                                        | Applied Engineering & Construction Management                     | 4/1/2011                  | 7/1 - 3/31/2012 (\$4,400)  | \$ 36,600.00    | 4/1 - 6/30/2012 (\$4,530)  | \$ 13,590.00    | \$ | \$ | \$ | \$3,190.00   |  |
| 317                                        | Antiquario, Christopher Albanese - (Bldg. 111)                    | 4/1/2011                  | 7/1 - 3/31/2012 (\$1,240)  | \$ 11,160.00    | 4/1 - 6/30/2012 (\$1,275)  | \$ 3,625.00     | \$ | \$ | \$ | \$1,950.00   |  |
| 317                                        | Astro Enterprises - (Bldg. 201)                                   | 1/1/2011                  | 7/1 - 12/31/2011 (\$1,165) | \$ 860.00       | 1/1 - 6/30/2012 (\$1,665)  | \$ 990.00       | \$ | \$ | \$ | \$3,570.00   |  |
| 317                                        | Astro Enterprises - (Bldg. 201)                                   | 12/1/2010                 | 7/1 - 11/30/2011 (\$3,295) | \$ 1,475.00     | 12/1 - 6/30/2012 (\$3,000) | \$ 2,100.00     | \$ | \$ | \$ | \$4,440.00   |  |
| 317                                        | Astro Enterprises - (Bldg. 201)                                   | 12/1/2010                 | 7/1 - 11/30/2011 (\$7,000) | \$ 3,500.00     | 12/1 - 6/30/2012 (\$7,200) | \$ 5,040.00     | \$ | \$ | \$ | \$6,705.00   |  |
| 317                                        | Baker, Ed - (Bldg. 570)                                           | 12/1/2010                 | 7/1 - 11/30/2011 (\$5,550) | \$ 2,750.00     | 12/1 - 6/30/2012 (\$5,950) | \$ 3,955.00     | \$ | \$ | \$ | \$3,000.00   |  |
| 365                                        | Bay Area Air - Quality Management District - (Bldg. 149)          | 3/1/09 - 2/28/11          | 7/1 - 6/30/2012 (\$5,500)  | \$ 3,000.00     | 7/1 - 6/30/2012 (\$5,500)  | \$ 15,900.00    | \$ | \$ | \$ | \$13,350.00  |  |
| P103                                       | Bay Area Tool - (Bldg. 3) - Use Permit -                          | 11/1/2011                 | 7/1 - 12/31/2011 (\$2,575) | \$ 15,450.00    | 1/1 - 6/30/2012 (\$2,650)  | \$ 28,500.00    | \$ | \$ | \$ | \$53,950.00  |  |
| 366                                        | Bay Ship & Yacht Company                                          | 9/1/2011                  | 7/1 - 8/30/2011 (\$2,770)  | \$ 5,540.00     | 9/1 - 6/30/2012 (\$2,850)  | \$ 8,550.00     | \$ | \$ | \$ | \$15,090.00  |  |
| 371                                        | Brown, Patrick (Bd. Wine & Spirits) - (Bldg. 670)                 | 4/1/2011                  | 7/1 - 4/1/2012 (\$5,300)   | \$ 50,350.00    | 4/15 - 6/30/2012 (\$5,400) | \$ 1,610.00     | \$ | \$ | \$ | \$7,485.00   |  |
| 377                                        | Bodega Wine Estate LLC (Bldg. 264)                                | 12/1/2010                 | 7/1 - 11/30/2011 (\$6,615) | \$ 3,075.00     | 12/1 - 6/30/2012 (\$6,900) | \$ 4,110.00     | \$ | \$ | \$ | \$14,885.00  |  |
| 387                                        | Boys & Girls Club - (Bldg. 334 thru 33C)                          | 4/1/2011                  | 7/1 - 3/31/2012 (\$1,240)  | \$ 11,160.00    | 4/1 - 6/30/2012 (\$1,275)  | \$ 3,625.00     | \$ | \$ | \$ | \$4,170.00   |  |
| 320                                        | Bugs Getty - (Bldg. 264)                                          | #9 9/1/07 - 11/30/11      | 7/1 - 6/30/2012 (\$3,348)  | \$ 40,170.00    | 7/1 - 6/30/2012 (\$3,348)  | \$ -            | \$ | \$ | \$ | \$ -         |  |
| 321                                        | CallTrans - (Bldg. 1)                                             | 12/1/2011                 | 7/1 - 11/30/2011 (\$0)     | \$ -            | 12/1 - 6/30/2012 (\$61)    | \$ -            | \$ | \$ | \$ | \$ -         |  |
| 365                                        | Delancey Street Foundation - LLA                                  | 4/1/2011                  | 7/1 - 3/31/2012 (\$3,190)  | \$ 27,900.00    | 4/1 - 6/30/2012 (\$3,190)  | \$ 9,570.00     | \$ | \$ | \$ | \$3,470.00   |  |
| 344                                        | Charles Chocolate - (Bldgs.202)                                   | 4/1/2011                  | 7/1 - 3/31/2012 (\$5,620)  | \$ 50,580.00    | 4/1 - 6/30/2012 (\$5,785)  | \$ 17,355.00    | \$ | \$ | \$ | \$6,935.00   |  |
| 344                                        | Civ. View Storage - (The Hobby Shop Bldg.225)                     | 4/1/2011                  | 7/1 - 3/31/2012 (\$2,575)  | \$ 79,200.00    | 4/1 - 6/30/2012 (\$2,575)  | \$ 7,415.00     | \$ | \$ | \$ | \$26,615.00  |  |
| 345                                        | Collier, William - (Bldg. 201)                                    | 6/1/2011                  | 7/1 - 5/31/2012 (\$7,200)  | \$ 3,625.00     | 6/1 - 6/30/2012 (\$7,415)  | \$ 5,215.00     | \$ | \$ | \$ | \$8,840.00   |  |
| 345                                        | Collier, William - (Bldg. 671)                                    | 12/1/2010                 | 7/1 - 11/30/2011 (\$7,275) | \$ 3,625.00     | 12/1 - 6/30/2012 (\$7,415) | \$ 840.00       | \$ | \$ | \$ | \$9,020.00   |  |
| 362                                        | Crockett, Brett Graham - (Bldg. 1)                                | 6/1/2011                  | 7/1 - 5/31/2012 (\$7,500)  | \$ 8,250.00     | 6/1 - 6/30/2012 (\$7,700)  | \$ 770.00       | \$ | \$ | \$ | \$1,490.00   |  |
| 341                                        | Danny's Construction Company Inc. - (Bldg. 1)                     | 4/1/2011                  | 7/1 - 1/31/2012 (\$1,070)  | \$ 7,490.00     | 2/1 - 6/30/2012 (\$1,100)  | \$ 5,500.00     | \$ | \$ | \$ | \$6,000.00   |  |
| 347                                        | David Gibson & Sherri Lynn Wood - (Bldg. 1)                       | P163-6/5/09 - 11/30/11    | 7/1 - 6/30/2012 (\$3,050)  | \$ 36,000.00    | 4/1 - 6/30/2012 (\$3,090)  | \$ 9,270.00     | \$ | \$ | \$ | \$6,270.00   |  |
| P163                                       | DCCL - (Vand. Space) - Use Permit - Use Permit - Exp              | 4/1/2011                  | 7/1 - 3/31/2012 (\$3,050)  | \$ 27,000.00    | 2/1 - 6/30/2012 (\$3,290)  | \$ 11,850.00    | \$ | \$ | \$ | \$27,950.00  |  |
| 398                                        | Direct Balance - (Bldg. 201)                                      | 2/1/2011                  | 7/1 - 1/31/2012 (\$2,300)  | \$ 16,100.00    | 3/1 - 6/30/2012 (\$2,370)  | \$ 8,400.00     | \$ | \$ | \$ | \$24,890.00  |  |
| 399                                        | Discovery Carpet & Flooring - (Bldgs. 1)                          | 3/1/2011                  | 7/1 - 2/28/2012 (\$2,060)  | \$ 16,490.00    | 3/1 - 6/30/2012 (\$2,120)  | \$ -            | \$ | \$ | \$ | \$ -         |  |
| 322                                        | Doyle, Robert                                                     | -                         | -                          | \$ -            | -                          | -               | \$ | \$ | \$ | \$ -         |  |
| 322                                        | Doyle, Robert                                                     | 2/1/2011                  | 7/1 - 1/31/2012 (\$6,750)  | \$ 4,025.00     | 2/1 - 6/30/2012 (\$6,750)  | \$ 2,950.00     | \$ | \$ | \$ | \$6,875.00   |  |
| 406                                        | Doyle, Robert                                                     | 3/1/2011                  | 7/1 - 2/28/2012 (\$5,750)  | \$ 46,000.00    | 3/1 - 6/30/2012 (\$5,900)  | \$ 23,880.00    | \$ | \$ | \$ | \$9,910.00   |  |
| 342                                        | Eric Space Timothy Child - (Bldg. 160)                            | 5/1/2011                  | 7/1 - 4/30/2012 (\$9,950)  | \$ 9,950.00     | 5/1 - 6/30/2012 (\$9,950)  | \$ 1,545.00     | \$ | \$ | \$ | \$1,530.00   |  |
| 342                                        | Eric Space Timothy Child - (Bldg. 201)                            | 4/6/2011                  | 7/1 - 4/30/2012 (\$9,950)  | \$ 4,550.00     | 5/1 - 6/30/2012 (\$9,950)  | \$ 2,550.00     | \$ | \$ | \$ | \$2,045.00   |  |
| 411                                        | Fanwest                                                           | 4/6/2011                  | 7/1 - 4/30/2012 (\$9,950)  | \$ 4,550.00     | 5/1 - 6/30/2012 (\$9,950)  | \$ 2,550.00     | \$ | \$ | \$ | \$2,045.00   |  |
| 342                                        | GoldenGate Jukebox - (Bldg. 264)                                  | 4/1/2011                  | 7/1 - 3/31/2012 (\$9,950)  | \$ 7,425.00     | 4/1 - 6/30/2012 (\$9,950)  | \$ 2,550.00     | \$ | \$ | \$ | \$2,045.00   |  |
| 325                                        | Heart & Heart - (Bldgs. 1)                                        | 4/1/2011                  | 7/1 - 1/31/2012 (\$5,000)  | \$ 35,000.00    | 4/1 - 6/30/2012 (\$5,150)  | \$ 205,485.00   | \$ | \$ | \$ | \$347,885.00 |  |
| 342                                        | Indie Film Entertainment Group - (Bldg. 265)                      | 12/1/2010                 | 7/1 - 11/30/2011 (\$2,500) | \$ 142,500.00   | 12/1 - 6/30/2012 (\$2,550) | \$ 25,750.00    | \$ | \$ | \$ | \$6,750.00   |  |
| 373                                        | Island Creative Management - (Bldg. 2)                            | 12/1/2010                 | 7/1 - 11/30/2011 (\$3,120) | \$ 1,550.00     | 12/1 - 6/30/2012 (\$3,270) | \$ 6,825.00     | \$ | \$ | \$ | \$11,575.00  |  |
| 373                                        | Island Market Deli (Aldo Ali Nasseri) - (Bldg. 148)               | 12/1/2010                 | 7/1 - 11/30/2011 (\$3,120) | \$ 1,550.00     | 12/1 - 6/30/2012 (\$3,270) | \$ 2,240.00     | \$ | \$ | \$ | \$3,720.00   |  |
| 372                                        | Island Market Deli Storage Space (Aldo Ali Nasseri) - (Bldg. 148) | 12/1/2010                 | 7/1 - 11/30/2011 (\$3,120) | \$ 5,600.00     | 12/1 - 6/30/2012 (\$3,270) | \$ 4,125.00     | \$ | \$ | \$ | \$9,725.00   |  |
| P 978                                      | JSP Visuals - (Bldg. 1 Suite 133)                                 | 2/1/2011                  | 7/1 - 1/31/2012 (\$8,000)  | \$ 5,600.00     | 2/1 - 6/30/2012 (\$8,145)  | \$ 6,580.00     | \$ | \$ | \$ | \$13,890.00  |  |
| 376                                        | JSP Visuals - (Bldg. 1)                                           | 3/1/2011                  | 7/1 - 2/28/2012 (\$1,600)  | \$ 12,800.00    | 3/1 - 6/30/2012 (\$1,645)  | \$ 2,345.00     | \$ | \$ | \$ | \$7,870.00   |  |
| 358                                        | John's Bargain Imports - (John Kenesi)                            | 2/15/2011                 | 7/1 - 2/14/2012 (\$6,500)  | \$ 5,525.00     | 2/15 - 6/30/2012 (\$6,700) | \$ 13,920.00    | \$ | \$ | \$ | \$13,920.00  |  |
| 358                                        | Large Screen Video Imaging - (leased land)                        | #299 12/1/09 - 11/30/11   | 7/1 - 11/30/2011 (\$3,000) | \$ 15,000.00    | 12/1 - 6/30/2012 (\$3,090) | \$ 21,830.00    | \$ | \$ | \$ | \$6,830.00   |  |
| 358                                        | Lex's Prohetics, Inc. - (Bldg. 670)                               | 12/1/2010                 | 7/1 - 11/30/2011 (\$3,000) | \$ 18,000.00    | 4/1 - 6/30/2012 (\$3,060)  | \$ 6,180.00     | \$ | \$ | \$ | \$24,180.00  |  |
| 358                                        | LiquidDm Inc. - Building 216                                      | 4/1/2011                  | 7/1 - 3/31/2012 (\$1,500)  | \$ 13,800.00    | 4/1 - 6/30/2012 (\$1,545)  | \$ 4,635.00     | \$ | \$ | \$ | \$19,135.00  |  |
| 358                                        | LiquidDm Inc. - Building 333                                      | 4/1/2011                  | 7/1 - 3/31/2012 (\$1,500)  | \$ 13,800.00    | 4/1 - 6/30/2012 (\$1,545)  | \$ 4,635.00     | \$ | \$ | \$ | \$19,135.00  |  |
| 358                                        | LiquidDm Inc. - Building 670                                      | 4/1/2011                  | 7/1 - 3/31/2012 (\$1,500)  | \$ 13,800.00    | 4/1 - 6/30/2012 (\$1,545)  | \$ 4,635.00     | \$ | \$ | \$ | \$19,135.00  |  |
| 358                                        | Ken Masters - (Bldg. 211) YB                                      | #244 6/1/08 - 11/30/11    | 7/1 - 6/30/2012 (\$2,000)  | \$ 18,000.00    | 4/1 - 6/30/2012 (\$2,060)  | \$ 6,180.00     | \$ | \$ | \$ | \$24,180.00  |  |
| 358                                        | Kendrick Vineyards LLC - (Bldg. 330)                              | 4/1/2011                  | 7/1 - 4/30/2012 (\$2,175)  | \$ 21,750.00    | 5/1 - 6/30/2012 (\$2,240)  | \$ 4,490.00     | \$ | \$ | \$ | \$6,230.00   |  |
| 358                                        | Machinery Planet (Bldg. 216)                                      | 5/1/2011                  | 7/1 - 4/30/2012 (\$2,175)  | \$ 21,750.00    | 5/1 - 6/30/2012 (\$2,240)  | \$ 4,490.00     | \$ | \$ | \$ | \$6,230.00   |  |
| 358                                        | MiniLab Factory - (Bldg. 264)                                     | 12/1/2010                 | 7/1 - 11/30/2011 (\$1,100) | \$ 5,500.00     | 12/1 - 6/30/2012 (\$1,130) | \$ 7,910.00     | \$ | \$ | \$ | \$13,410.00  |  |
| 358                                        | Monica Hobbs Catering - (Otrs. 1) - Use Permit - Exp              | 12/1/2010                 | 7/1 - 11/30/2011 (\$1,550) | \$ 7,750.00     | 12/1 - 6/30/2012 (\$1,595) | \$ 11,165.00    | \$ | \$ | \$ | \$18,915.00  |  |
| 358                                        | Michael Donaldson Antiques (Bldg. 180)                            | 7/1/2011                  | 7/1 - 6/30/2012 (\$2,275)  | \$ 27,300.00    | NA                         | \$ -            | \$ | \$ | \$ | \$27,300.00  |  |
| 358                                        | NAHIS - Japanese Art - (Bldg. 670)                                | 2/1/2011                  | 7/1 - 1/31/2012 (\$5,900)  | \$ 4,060.00     | 2/1 - 6/30/2012 (\$5,950)  | \$ 2,875.00     | \$ | \$ | \$ | \$7,635.00   |  |
| 378                                        | Pacific Brokerage/PCA Asset Inc. - (Bldg. 140)                    | 12/1/2010                 | 7/1 - 11/30/2011 (\$8,060) | \$ 36,300.00    | 12/1 - 6/30/2012 (\$8,240) | \$ 43,880.00    | \$ | \$ | \$ | \$73,980.00  |  |
| 358                                        | Roper Publ. - (Bldg. 201)                                         | 12/1/2010                 | 7/1 - 11/30/2011 (\$8,750) | \$ 4,375.00     | 12/1 - 6/30/2012 (\$8,900) | \$ 6,300.00     | \$ | \$ | \$ | \$10,675.00  |  |
| 358                                        | Rubicon Mgmt. Office - (Bldg. 1)                                  | 12/1/2010                 | 7/1 - 11/30/2011 (\$2,590) | \$ 3,000.00     | 12/1 - 6/30/2012 (\$2,690) | \$ 3,010.00     | \$ | \$ | \$ | \$5,110.00   |  |
| P146                                       | Sagway - (Streets & Roadways) - Use Permit - Exp                  | 4/1/09 - 11/30/11         | 7/1 - 11/30/2011 (\$2,590) | \$ 3,000.00     | 12/1 - 6/30/2012 (\$2,690) | \$ 3,000.00     | \$ | \$ | \$ | \$3,000.00   |  |
| 370                                        | SF Vendima - (Bldg. 201)                                          | 12/1/2010                 | 7/1 - 11/30/2011 (\$3,000) | \$ 1,500.00     | 12/1 - 6/30/2012 (\$3,100) | \$ 2,170.00     | \$ | \$ | \$ | \$3,670.00   |  |
| 370                                        | SPFP Behavioral Science Unit - (Bldg. 1)                          | #11 3/1/09 - 11/30/11     | 7/1 - 11/30/2011 (\$3,000) | \$ -            | 12/1 - 6/30/2012 (\$3,100) | \$ 10,500.00    | \$ | \$ | \$ | \$10,500.00  |  |
| 370                                        | SPFP Traffic Camera Unit - (Bldg. 339)                            | #18 4/1/09 - 11/30/11     | 7/1 - 11/30/2011 (\$3,000) | \$ -            | 12/1 - 6/30/2012 (\$3,100) | \$ 18,540.00    | \$ | \$ | \$ | \$18,540.00  |  |
| 370                                        | SPFP Traffic Camera Unit - (Bldg. 339)                            | -                         | -                          | \$ -            | -                          | -               | \$ | \$ | \$ | \$ -         |  |
| 370                                        | SPFP Traffic Camera Unit - (Bldg. 339)                            | -                         | -                          | \$ -            | -                          | -               | \$ | \$ | \$ | \$ -         |  |
| 342                                        | Sol Rouge - (Bldg. 180 North)                                     | 7/1/2011                  | 7/1 - 6/30/2012 (\$7,100)  | \$ 85,200.00    | 12/1 - 6/30/2012 (\$7,150) | \$ 6,825.00     | \$ | \$ | \$ | \$1,255.00   |  |
| 342                                        | Solar Wines - (Bldg. 264)                                         | 12/1/2010                 | 7/1 - 11/30/2011 (\$5,950) | \$ 4,750.00     | 12/1 - 6/30/2012 (\$6,075) | \$ 6,825.00     | \$ | \$ | \$ | \$11,575.00  |  |
| 342                                        | Telton Communications                                             | 1/1/2011                  | 7/1 - 12/31/2011 (\$5,950) | \$ 2,200.00     | 1/1 - 6/30/2012 (\$6,075)  | \$ 3,090.00     | \$ | \$ | \$ | \$22,200.00  |  |
| 342                                        | Top Donorbank's Parts Flea - (Bldg. 180)                          | 7/1/2011                  | 7/1 - 6/30/2012 (\$1,850)  | \$ 22,200.00    | NA                         | \$ -            | \$ | \$ | \$ | \$22,200.00  |  |
| 380                                        | TI Cafe - (Bldg. 183)                                             | 2/1/2011                  | 7/1 - 1/31/2012 (\$1,200)  | \$ 8,400.00     | 2/1 - 6/30/2012 (\$1,235)  | \$ 6,175.00     | \$ | \$ | \$ | \$1,775.00   |  |
| 380                                        | THD - Ship Shape - (Bldg. 497)                                    | 2/25/02 - 12/31/04 Review | 7/1 - 11/30/2011 (\$1,050) | \$ 525.00       | 12/1 - 6/30/2012 (\$1,100) | \$ 770.00       | \$ | \$ | \$ | \$1,255.00   |  |
| 382                                        | THD - Service Space (land)                                        | 2/1/2011                  | 7/1 - 1/31/2012 (\$3,300)  | \$ 2,310.00     | 2/1 - 6/30/2012 (\$3,340)  | \$ 1,700.00     | \$ | \$ | \$ | \$2,410.00   |  |
| 342                                        | THD Management Office - (Bldg. 1)                                 | 2/1/2011                  | 7/1 - 1/31/2012 (\$3,300)  | \$ 2,310.00     | 2/1 - 6/30/2012 (\$3,340)  | \$ 1,700.00     | \$ | \$ | \$ | \$2,410.00   |  |
| 342                                        | Treasure Island Sailing Center - (Piers 11 and 12)                | 2/1/2011                  | 7/1 - 11/30/2011 (\$1,500) | \$ 20,300.00    | 2/1 - 6/30/2012 (\$2,850)  | \$ 14,925.00    | \$ | \$ | \$ | \$7,800.00   |  |
| 414                                        | Treasure Island Wines - (Bldg. 201)                               | 2/1/2011                  | 7/1 - 11/30/2011 (\$7,200) | \$ 3,600.00     | 2/1 - 6/30/2012 (\$7,415)  | \$ 5,180.00     | \$ | \$ | \$ | \$13,410.00  |  |
| 374                                        | Treasure Island Yacht Club - (Bldg. 298)                          | 12/1/2010                 | 7/1 - 11/30/2011 (\$1,100) | \$ 5,500.00     | 12/1 - 6/30/2012 (\$1,130) | \$ 7,910.00     | \$ | \$ | \$ | \$14,410.00  |  |
| 374                                        | Treasure Island Yacht Club - (Bldg. 215)                          | 12/1/2010                 | 7/1 - 11/30/2011 (\$1,100) | \$ 5,500.00     | 12/1 - 6/30/2012 (\$1,130) | \$ 2,170.00     | \$ | \$ | \$ | \$32,950.00  |  |
| 348                                        | Volk Inc (Bldg. 202)                                              | 12/1/2010                 | 7/1 - 11/30/2011 (\$2,675) | \$ 3,595.00     | 12/1 - 6/30/2012 (\$2,750) | \$ 8,995.00     | \$ | \$ | \$ | \$15,245.00  |  |
| 348                                        | Water Works Construction - (Bldg. 258)                            | 9/1/2011                  | 7/1 - 6/30/2011 (\$2,675)  | \$ 3,595.00     | 12/1 -                     |                 |    |    |    |              |  |



**D. TI Film/Photo Permits**

| <b>TIDA FY 10-11 Budget</b> | <b>Proposed FY 2012-12</b> | <b>Change</b>   |
|-----------------------------|----------------------------|-----------------|
| <b>\$12,000</b>             | <b>\$25,000</b>            | <b>\$13,000</b> |

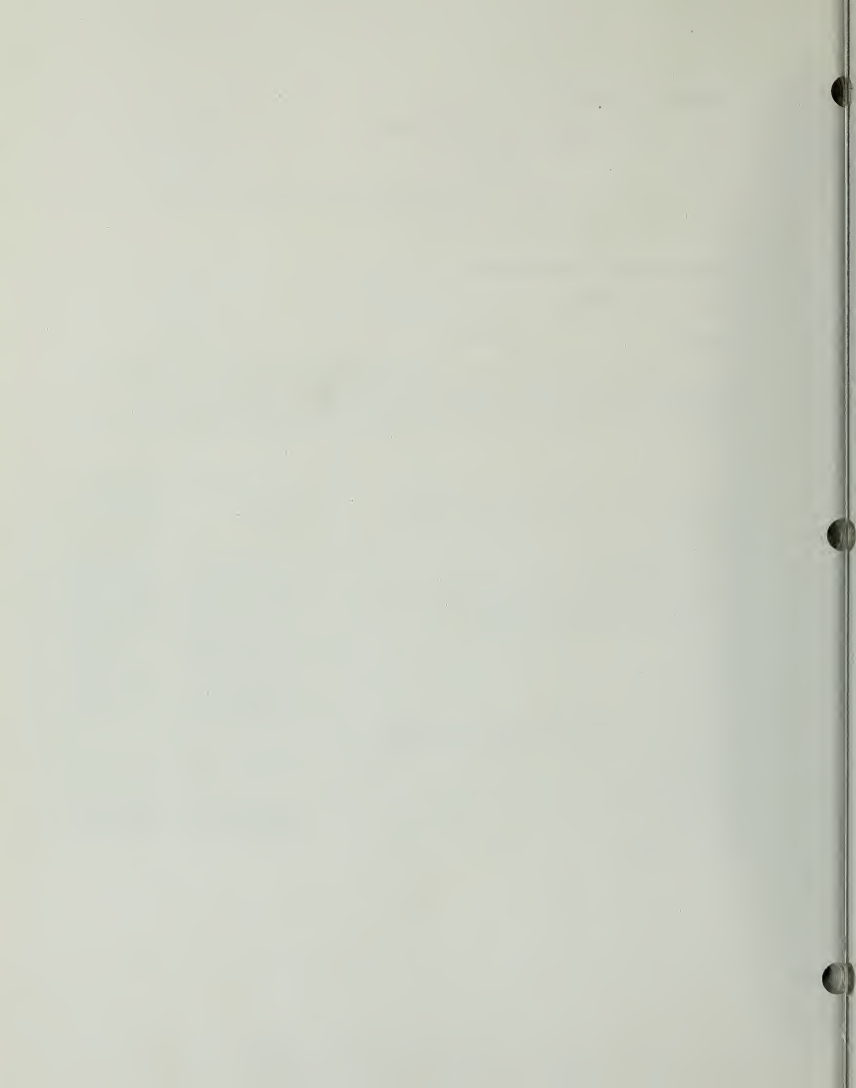
This amount reflects revenues received from filming permits issued on the Islands.  
The increase is based on actuals in FY 10-11.

**E. Cell Sites, Banner & Franchise fees**

| <b>TIDA FY 10-11 Budget</b> | <b>Proposed FY 2012-12</b> | <b>Change</b>     |
|-----------------------------|----------------------------|-------------------|
| <b>\$399,550</b>            | <b>\$320,550</b>           | <b>(\$79,000)</b> |

This amount reflects revenues that will be received from cell sites, banners and franchise fees revenues of \$320,550. Cell site revenues have decreased due to expiration of TIDA's agreements with Verizon, T-Mobile and AT&T. These cell site agreements will not be renewed in the next fiscal year. The FY 11-12 projection is based on the following schedule.

| <b>TIDA 2010-11 YBI Tunnel Banner &amp; Cellsite Revenues</b> | <b>FY 2010-11 Budget</b> | <b>Proposed FY 2011-12 Budget</b> |
|---------------------------------------------------------------|--------------------------|-----------------------------------|
| <b>Cellsite Agreements</b>                                    |                          |                                   |
| XO Communications                                             | \$12,000.00              | \$5,000.00                        |
| New Cingular Wireless Sublease# L-15                          | \$82,750.00              | \$82,750.00                       |
| New Cingular Wireless Permit #100                             | \$31,200.00              | \$31,200.00                       |
| Verizon                                                       | \$24,000.00              | \$0.00                            |
| T-Mobile P133                                                 | \$30,000.00              | \$0.00                            |
| T-Mobile                                                      | \$60,000.00              | \$60,000.00                       |
| A T&T Communications                                          | \$18,000.00              | \$0.00                            |
| <b>YBI Banner Revenues FY 2011-12 (\$10,000 X 12 Months)</b>  | \$120,000.00             | \$120,000.00                      |
| <b>Franchise Fees</b>                                         |                          |                                   |
| Comcast                                                       | \$21,600.00              | \$21,600.00                       |
| <b>Grand Totals</b>                                           | <b>\$399,550.00</b>      | <b>\$320,550.00</b>               |



**F. TI Maritime**

| <b>TIDA FY 10-11 Budget</b> | <b>Proposed FY 2012-12</b> | <b>Change</b>    |
|-----------------------------|----------------------------|------------------|
| <b>\$90,000</b>             | <b>\$90,000</b>            | <b>No Change</b> |

This amount reflects the executed Master Southern Waterfront agreement for use of Treasure Island Marina based on a minimum monthly rent of \$7,500; \$90,000 annualized.

**G. JSCO-Housing Revenues**

| <b>TIDA FY 10-11 Budget</b> | <b>Proposed FY 2012-12</b> | <b>Change</b>   |
|-----------------------------|----------------------------|-----------------|
| <b>\$4,680,395</b>          | <b>\$4,748,856</b>         | <b>\$68,461</b> |

1. Percentage Rent: Based upon an approximately 578 unit portfolio for FY 2011-12, the total projected housing revenues from the John Stewart Company (JSCO) is \$4,560,000 after deducting expenses including the John Stewart 5% fee. Further, based on the Sharing Agreement between TIDA and the Treasure Island Homeless Development Initiative (TIHDI) approved by the San Francisco Board of Supervisors in 1996, TIHDI will receive \$387,144, or 8.49% of Gross Percentage Rent.

John Stewart Company Percentage Rent: \$4,560,000

TIHDI-TIDA Sharing Agreement Calculations:  $(\$4,560,000 \times 8.49\%) = \$387,144$

John Stewart Company Percentage Rent Balance:  $(\$4,560,000 - \$387,144) = \$4,172,856$

2. Base Rent: The John Stewart Company projects \$576,000 in Base Rent in the FY 2011-12.

**John Stewart Housing Revenues:  $\$4,172,856 + \$576,000 = \$4,748,856$**



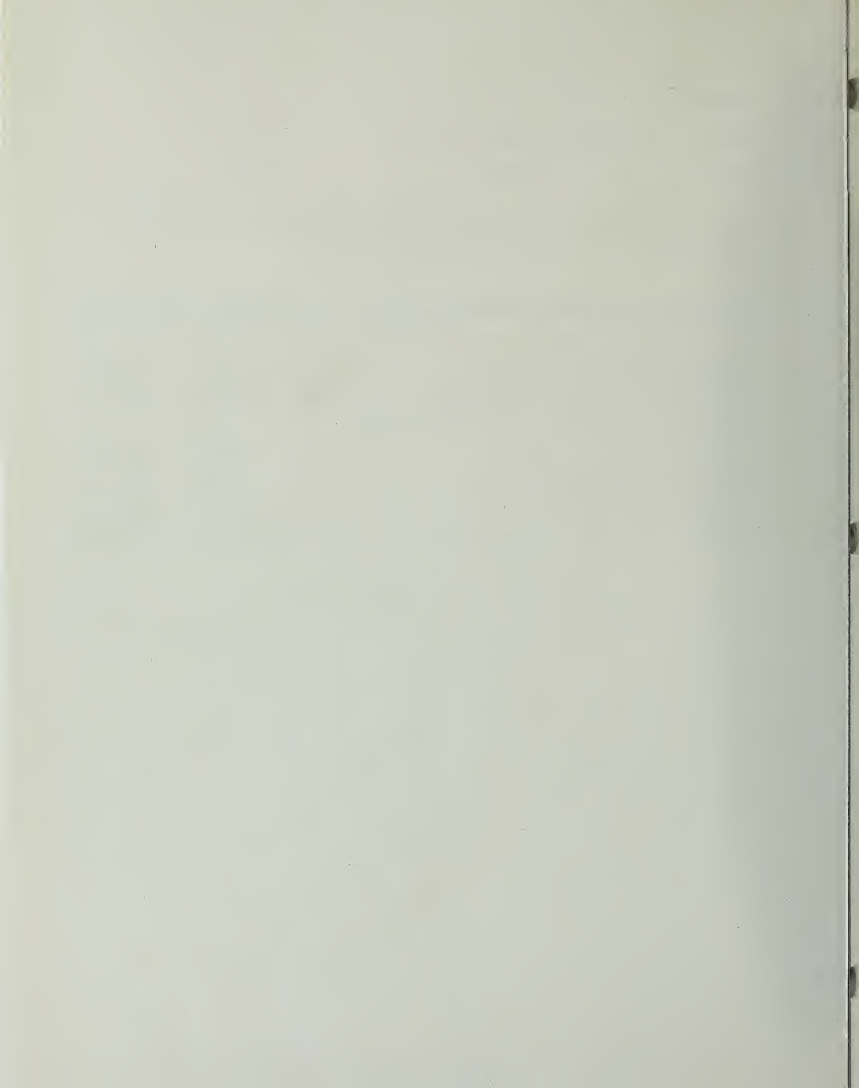


**H. Housing CAM**

| <b>TIDA FY 10-11 Budget</b> | <b>Proposed FY 2012-12</b> | <b>Change</b>    |
|-----------------------------|----------------------------|------------------|
| <b>\$139,420</b>            | <b>\$479,030</b>           | <b>\$339,610</b> |

The purposed FY 2011-12 Budget projects \$479,022 in housing Common Area Maintenance (CAM) charges based on the following schedule. The \$339,600 increase is due to the John Stewart Company CAM recategorized under this revenue source.

| <b>TIDA Other Housing CAM Revenues FY11-12</b>                       | <b>Monthly</b>  | <b>Annualized</b> |
|----------------------------------------------------------------------|-----------------|-------------------|
| Catholic Charities (66 Units)                                        | \$2,875         | \$34,500          |
| Haight Ashbury Free Clinics (18 Units)                               | \$824           | \$9,890           |
| John Stewart Housing CAM (578 Units)                                 | \$28,300        | \$339,600         |
| Island Bay Homes (Formerly Community Housing Partnership) (66 Units) | \$3,205         | \$38,460          |
| Rubicon Villages (44 Units)                                          | \$2,055         | \$24,660          |
| Swords to Plowshares (24 Units)                                      | \$1,145         | \$13,740          |
| Walden House (32 Units)                                              | \$1,515         | \$18,180          |
| <b>Total</b>                                                         | <b>\$39,919</b> | <b>\$479,030</b>  |



| Expenses                                                                              |                       | TIDA Appr | 10-11 | Proposed FY 11-12  |
|---------------------------------------------------------------------------------------|-----------------------|-----------|-------|--------------------|
| <b>02/15/11 - DRAFT TIDA OPERATIONS EXPENSES</b>                                      |                       |           |       |                    |
| <b>ADMINISTRATION</b>                                                                 |                       |           |       |                    |
| MISC-REGULAR (Salaries)                                                               | Under GSA's Budget    |           |       |                    |
| RETIRE CITY MISC FRINGE BENEFITS                                                      | Under GSA's Budget    |           |       |                    |
| TRAVEL COSTS                                                                          | \$5,000               |           |       | \$4,500            |
| LOCAL FIELD EXP                                                                       | \$7,000               |           |       | \$6,300            |
| MEMBERSHIP FEES                                                                       | \$1,000               |           |       | \$1,250            |
| PROMOTIONAL AND MARKETING EXPENSE                                                     | \$3,000               |           |       | \$2,700            |
| DELIVERY & POSTAGE                                                                    | \$15,000              |           |       | \$13,500           |
| OFFICE RENTALS & LEASED EQUIPMENT                                                     | \$10,000              |           |       | \$9,000            |
| OFFICE MATERIALS & SUPPLIES                                                           | \$13,000              |           |       | \$11,700           |
| OTHER CURRENT ADMINISTRATIVE EXPENSES                                                 | \$14,400              |           |       | \$12,960           |
| <b>TOTAL ADMINISTRATION</b>                                                           | <b>\$88,400</b>       |           |       | <b>\$79,910</b>    |
| <b>PROFESSIONAL &amp; SPECIALIZED SERVICES</b>                                        |                       |           |       |                    |
| TREASURE ISLAND BOYS & GIRLS CLUB HOUSE                                               | \$133,000             |           |       | \$133,000          |
| CHILD CARE FACILITY-                                                                  | \$52,000              |           |       | \$52,000           |
| IT/ID/OPERATING CONTRACT                                                              | \$157,500             |           |       | \$157,500          |
| IT/ID/OPERATIONS YMCA                                                                 | \$142,500             |           |       | \$142,500          |
| MARINE SALVAGE                                                                        | \$15,000              |           |       | \$10,000           |
| GGEA PUBLIC ART HISTORICAL PRESERVATION                                               | \$20,000              |           |       | \$15,000           |
| SCAVENGER SERVICES (TRASH DISPOSAL)                                                   | \$25,000              |           |       | \$25,000           |
| MANITORIAL SERVICES (Tolworks)                                                        | \$102,600             |           |       | \$102,600          |
| GROUNDS MAINTENANCE RUBICON                                                           | \$941,000             |           |       | \$941,000          |
| PUBLIC SAFETY & SECURITY SERVICES                                                     | \$85,000              |           |       | \$76,500           |
| TIDA DIRECTOR'S LIABILITY INSURANCE                                                   | \$45,000              |           |       | \$90,850           |
| OTHER PROFESSIONAL SERVICES                                                           | \$52,000              |           |       | \$52,000           |
| REDEVELOPMENT PROFESSIONAL SERVICES                                                   | Reimbursed            |           |       | \$600,000          |
| <b>TOTAL PROFESSIONAL &amp; SPECIALIZED SERVICES</b>                                  | <b>\$1,470,600</b>    |           |       | <b>\$2,097,450</b> |
| <b>CITY DEPARTMENT WORK-ORDERS</b>                                                    |                       |           |       |                    |
| DEPARTMENT OF PARKING AND TRAFFIC                                                     | \$8,000               |           |       | \$8,000            |
| DTIS SERVICES (AAO)                                                                   | \$40,000              |           |       | \$40,000           |
| RISK MANAGEMENT INSURANCE CONSULTING                                                  | \$8,000               |           |       | \$8,000            |
| GENERAL SERVICES AGENCY                                                               | \$1,104,260           |           |       | \$1,723,625        |
| GF-CITY ATTORNEY-LEGAL SERVICES (AAO)                                                 | \$180,000             |           |       | \$125,000          |
| GF-HR-MGMT. TRAINING (AAO)                                                            | \$3,000               |           |       | \$3,000            |
| IS-PURCH-CENTRAL SHOPS-AUTO MAINT (AAO)                                               | \$3,500               |           |       | \$3,500            |
| IS-PURCH-CENTRAL SHOPS-FUEL STOCK (AAO)                                               | \$3,500               |           |       | \$3,500            |
| IS-PURCH-REPRODUCTION (AAO)                                                           | \$5,000               |           |       | \$5,000            |
| GF-PUC-HETCH HETCHY (AAO) (\$550,000 Utility Bills, 135,000 Generators, 3200,000 MOU) | \$995,000             |           |       | \$998,000          |
| SRDPW-BUILDING REPAIR (AAO)                                                           | \$979,000             |           |       | \$786,560          |
| SRDPW-BUREAU OF STREET ENVIRONMENTAL SERVICES                                         | \$189,400             |           |       | \$209,170          |
| SRDPW-BUREAU OF STREETS AND SEWER REPAIR SERVICES                                     | \$80,265              |           |       | \$80,265           |
| SRDPW-BUREAU OF URBAN FORESTRY SERVICES                                               | \$160,000             |           |       | \$160,000          |
| FACILITIES MANAGEMENT SERVICES (DEPT. OF REAL ESTATE)                                 | \$29,236              |           |       | \$29,240           |
| SAN FRANCISCO POLICE DEPARTMENT                                                       | \$0                   |           |       | \$60,000           |
| REDEVELOPMENT CITY WORK-ORDERS                                                        | Reimbursed            |           |       | \$1,342,000        |
| TIDA FACILITIES MANAGEMENT SERVICES                                                   | \$258,772             |           |       | \$250,000          |
| SPECIAL CAPITAL IMPROVEMENT PROJECTS                                                  | \$851,000             |           |       | \$250,000          |
| <b>TOTAL CITY DEPARTMENT WORK-ORDERS</b>                                              | <b>\$4,108,013</b>    |           |       | <b>\$6,034,960</b> |
| <b>TOTAL OPERATIONS EXPENDITURES</b>                                                  | <b>\$5,667,013</b>    |           |       | <b>\$8,212,320</b> |
| <b>SURPLUS AVAILABLE FOR CONTRIBUTION TO THE GENERAL FUND</b>                         | <b>\$2,359,792</b>    |           |       | <b>\$0</b>         |
| <b>TOTAL EXPENDITURES</b>                                                             | <b>\$8,026,805.00</b> |           |       | <b>\$8,212,320</b> |
| <b>TOTAL REVENUES</b>                                                                 | <b>\$8,026,805.00</b> |           |       | <b>\$8,372,448</b> |
| <b>RESIDUAL FOR RESERVE</b>                                                           |                       |           |       | <b>\$160,128</b>   |



## II. TIDA EXPENSE DETAILS

The expenditure for daily operations for Treasure and Yerba Buena Islands are defined under the following three categories: Administration, Professional and Specialized Services and City Department Work-Orders. The Mayor's Directive to cut expenditures by 10% has been applied to most categories in the proposed FY 2011-12 Budget.

### A. ADMINISTRATION

#### 1. Travel Costs for Training and Conferences

| TIDA FY 10-11 Budget | Proposed FY 2011-12 | Change  |
|----------------------|---------------------|---------|
| \$5,000              | \$4,500             | (\$500) |

The proposed FY 11-12 Budget decreases the level of funding for staff travel costs associated with seminars and conferences in the amount of \$500, or 10% consistent with the Mayor's Directive. The annual Staff Performance Plans encourage staff participating in professional development.

#### 2. Training and Conference Costs

| TIDA FY 10-11 Budget | Proposed FY 2011-12 | Change  |
|----------------------|---------------------|---------|
| \$7,000              | \$6,300             | (\$700) |

The proposed FY 11-12 Budget decreases the level of funding from last year for staff training and conferences in the amount of \$700, or 10% consistent with the Mayor's Directive. The annual Staff Performance Plans encourage staff participating in professional development.

#### 3. Local Field Expenses

| TIDA FY 10-11 Budget | Proposed FY 2011-12 | Change |
|----------------------|---------------------|--------|
| \$1,000              | \$1,250             | \$250  |

The proposed FY 11-12 Budget increases the level of funding from last year for Local Field expenses in the amount of \$250 consistent with year to date expenses.

#### 4. Membership Fees

| TIDA FY 10-11 Budget | Proposed FY 2011-12 | Change  |
|----------------------|---------------------|---------|
| \$3,000              | \$2,700             | (\$300) |

The proposed FY 11-12 Budget decreases the level of funding from last year for Professional Membership organizations for TIDA Operations staff by \$300 consistent with the Mayor's Directive. The annual Staff Performance Plans encourage staff participating in professional development.





5. **Promotional & Marketing**

| TIDA FY 10-11 Budget | Proposed FY 2011-12 | Change    |
|----------------------|---------------------|-----------|
| \$15,000             | \$13,500            | (\$1,500) |

The proposed FY 11-12 Budget decreases the level of funding from last year for Promotional and Marketing by \$1,500 or 10% consistent with the Mayor's Directive.

6. **Delivery & Postage**

| TIDA FY 10-11 Budget | Proposed FY 2011-12 | Change    |
|----------------------|---------------------|-----------|
| \$10,000             | \$9,000             | (\$1,000) |

The proposed FY 11-12 Budget reduces the level of funding for Delivery and Postage costs by \$1,000 or 10% consistent with the Mayor's Directive.

7. **Office Rental and Leased Equipment**

| TIDA FY 10-11 Budget | Proposed FY 2011-12 | Change    |
|----------------------|---------------------|-----------|
| \$13,000             | \$11,700            | (\$1,300) |

The proposed FY 11-12 Budget decreases the level of funding from last year for Office Machine and Equipment rentals including a copier, postage machine, and water dispenser by \$1,300, or 10% consistent with the Mayor's Directive.

8. **Office Materials & Supplies**

| TIDA FY 10-11 Budget | Proposed FY 2011-12 | Change    |
|----------------------|---------------------|-----------|
| \$14,400             | \$12,960            | (\$1,440) |

The proposed FY 11-12 Budget decreases the level of funding from last year for Office Materials and Supplies by \$1,440, or 10% consistent with the Mayor's Directive.

9. **Other Administrative Expenses**

| TIDA FY 10-11 Budget | Proposed FY 2011-12 | Change    |
|----------------------|---------------------|-----------|
| \$20,000             | \$18,000            | (\$2,000) |

The proposed FY 11-12 Budget decreases the level of funding from last year for other Administrative Expenses by \$2,000, or 10% consistent with the Mayor's Directive.



**B. PROFESSIONAL AND SPECIALIZED SERVICES**

**1. Boys and Girls Club**

| <b>TIDA FY 10-11 Budget</b> | <b>Proposed FY 2011-12</b> | <b>Change</b> |
|-----------------------------|----------------------------|---------------|
| <b>\$133,000</b>            | <b>\$133,000</b>           | <b>\$0</b>    |

The proposed FY 11-12 Budget provides the same level of funding for the Boys and Girls Club on Treasure Island to continue funding the health, education and youth development services to TI children and their families. The Boys and Girls Club occupies one of the school pods which is provided free of charge.

**2. Catholic Charities Childcare Facility**

| <b>TIDA FY 10-11 Budget</b> | <b>Proposed FY 2011-12</b> | <b>Change</b> |
|-----------------------------|----------------------------|---------------|
| <b>\$52,000</b>             | <b>\$52,000</b>            | <b>\$0</b>    |

IN FY 09-10, CC was contracted to operate the childcare facility on T.I. The proposed FY 2011-12 Budget provides the same level of funding for the operation of the childcare facility and subsidies for janitorial, utilities, fire alarm, maintenance and garbage.

**3. Treasure Island Homeless Development Initiative (TIHDI)**

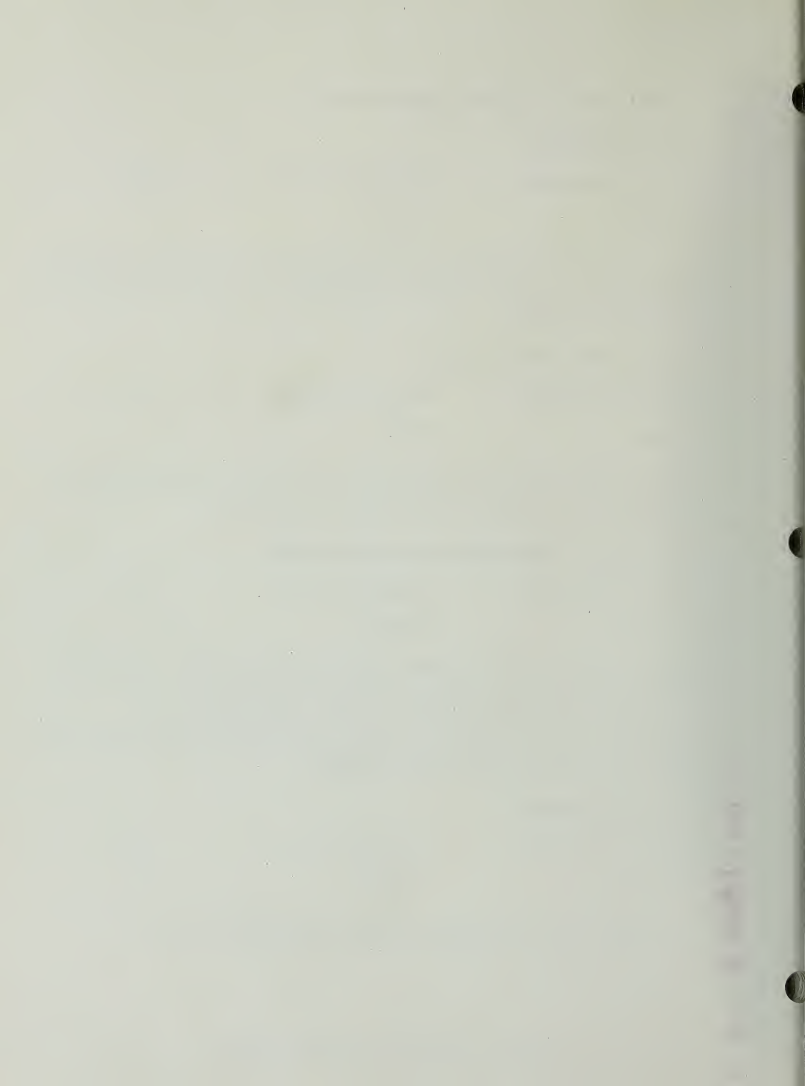
| <b>TIDA FY 10-11 Budget</b> | <b>Proposed FY 2011-12</b> | <b>Change</b> |
|-----------------------------|----------------------------|---------------|
| <b>\$157,000</b>            | <b>\$157,000</b>           | <b>\$0</b>    |

Under the Agreement between the Treasure Island Development Authority and the Treasure Island Homeless Development Initiative, TIHDI provides several services to TIDA including coordinating and facilitating participation of community-based homeless service organizations, as well as future redevelopment planning. TIHDI also provides and coordinates recreational activities on Treasure Island through various programs. The proposed FY 11-12 Budget allocates the same level of funding for TIHDI.

**4. YMCA Gym Operation**

| <b>TIDA FY 10-11 Budget</b> | <b>Proposed FY 2011-12</b> | <b>Change</b> |
|-----------------------------|----------------------------|---------------|
| <b>\$142,500</b>            | <b>\$142,500</b>           | <b>\$0</b>    |

In FY 06-07, YMCA was contracted to operate the Treasure Island gym. The proposed FY 11-12 Budget provides the same level of funding for the operation of the gym.



5. **Marine Salvage Services**

| <b>TIDA FY 10-11 Budget</b> | <b>Proposed FY 2011-12</b> | <b>Change</b>    |
|-----------------------------|----------------------------|------------------|
| <b>\$15,000</b>             | <b>\$10,000</b>            | <b>(\$5,000)</b> |

The proposed FY 11-12 Budget reduces the level of funding for marine salvage services by \$5,000 for removal of sunken, stored and abandoned vessels from the Clipper Cove consistent with expenses.

6. **Historical Preservation/Public Art**

| <b>TIDA FY 10-11 Budget</b> | <b>Proposed FY 2011-12</b> | <b>Change</b>    |
|-----------------------------|----------------------------|------------------|
| <b>\$20,000</b>             | <b>\$15,000</b>            | <b>(\$5,000)</b> |

The proposed FY 11-12 Budget reduces the level of funding for Historical Preservation/Public Art by \$5,000. The expenditure line funds historic interpretation and programming, provides for the care and conservation of the Authority's existing historic artifacts such as storage of murals as well as coordination with the Navy on the continued preservation of the Navy's on-Island historic artifacts.

7. **Trash Services**

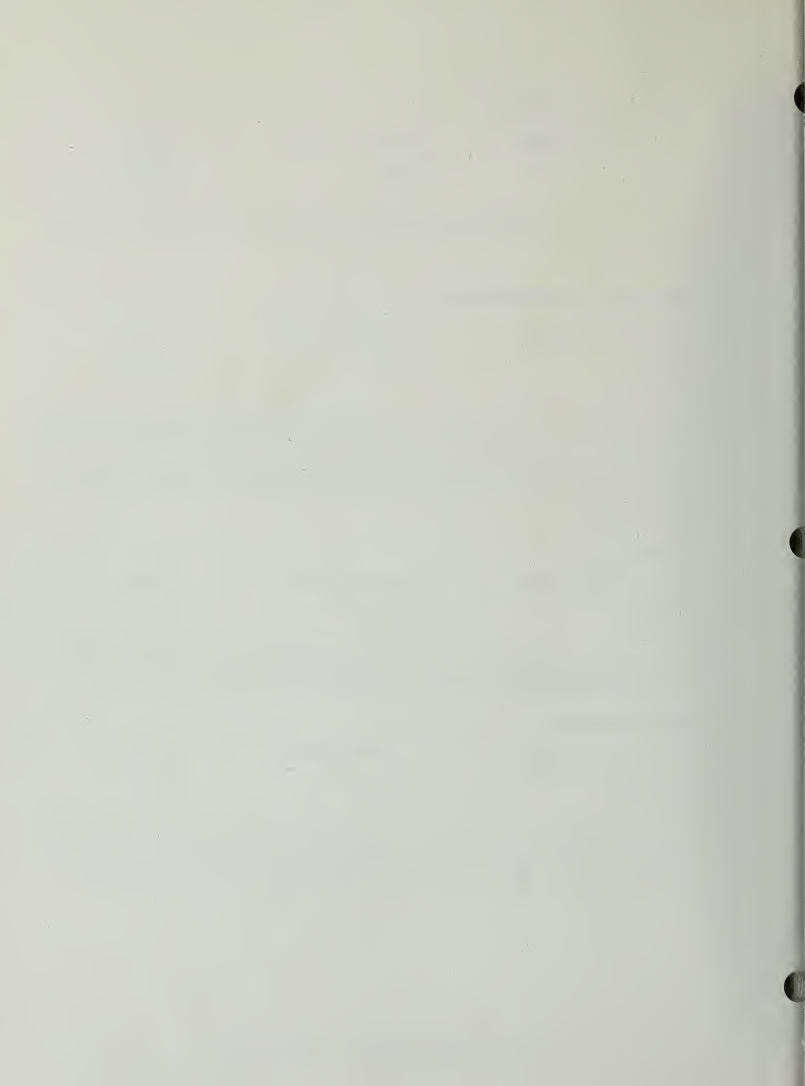
| <b>TIDA FY 10-11 Budget</b> | <b>Proposed FY 2011-12</b> | <b>Change</b> |
|-----------------------------|----------------------------|---------------|
| <b>\$25,000</b>             | <b>\$25,000</b>            | <b>\$0</b>    |

Recology provides trash services to Treasure and Yerba Buena Islands. The proposed FY 2011-12 Budget provides the same level of funding as last fiscal year for this line item.

8. **Janitorial Services**

| <b>TIDA FY 10-11 Budget</b> | <b>Proposed FY 2011-12</b> | <b>Change</b> |
|-----------------------------|----------------------------|---------------|
| <b>\$102,600</b>            | <b>\$102,600</b>           | <b>\$0</b>    |

Toolworks provides janitorial maintenance services to numerous buildings on Treasure Island and maintains Building One for TIDA. Toolworks is a member organization of TIHDI that employs formerly homeless and economically disadvantaged individuals. The proposed FY 2011-12 Budget provides the same level of funding as last fiscal year for this line item.



9. **Landscaping and Grounds Maintenance**

| <b>TIDA FY 10-11 Budget</b> | <b>Proposed FY 2011-12</b> | <b>Change</b> |
|-----------------------------|----------------------------|---------------|
| <b>\$641,000</b>            | <b>\$641,000</b>           | <b>\$0</b>    |

Rubicon Enterprises provides all landscaping maintenance services on Treasure and Yerba Buena Islands and has separate landscaping contracts with other housing providers. Rubicon is a member organization of TIHDI and employs formerly homeless and economically disadvantaged individuals. The proposed FY 2011-12 Budget provides the same level of funding as last fiscal year for this line item, in the amount of \$591,000. An additional \$50,000 is budgeted for contingency for unanticipated needs during the fiscal year.

10. **Public Safety and Security Services**

| <b>TIDA FY 10-11 Budget</b> | <b>Proposed FY 2011-12</b> | <b>Change</b>    |
|-----------------------------|----------------------------|------------------|
| <b>\$85,000</b>             | <b>\$76,500</b>            | <b>(\$8,500)</b> |

The proposed FY 11-12 Budget decreases the level of funding from last year for Public Safety and Security Services by \$8,500 or 10% consistent with the Mayor's Directive. Given the increase in housing and commercial vacancies, protective services continue to be an important component of our property management and caretaking responsibilities. This expenditure line will also be utilized to conduct table top exercises for the Island's emergency preparation.

11. **Director's Liabilities Insurance**

| <b>TIDA FY 10-11 Budget</b> | <b>Proposed FY 2011-12</b> | <b>Change</b>   |
|-----------------------------|----------------------------|-----------------|
| <b>\$45,000</b>             | <b>\$90,850</b>            | <b>\$45,850</b> |

The proposed FY 11-12 Budget increases the level of funding from last year to include \$45,850 for general liability coverage, as recommended by the City Risk Manager. The liability insurance for TIDA's Board of Directors is unchanged based on the actual cost in FY10-11.

12. **Other Professional Services**

| <b>TIDA FY 09-10 Budget</b> | <b>Proposed FY 2010-11</b> | <b>Change</b> |
|-----------------------------|----------------------------|---------------|
| <b>\$52,000</b>             | <b>\$52,000</b>            | <b>\$0</b>    |

The line funds the cost of the rental of portable rest-room facilities, carpet cleaning and signage for the Island. The proposed FY 2011-12 Budget provides the same level of funding as last fiscal year for this line item.





13. **Redevelopment Professional Services**

| TIDA FY 09-10 Budget | Proposed FY 2010-11 | Change    |
|----------------------|---------------------|-----------|
| Reimbursed           | \$600,000           | \$600,000 |

All redevelopment expenses are now included in TIDA Operations budget. There will be no reimbursement by the Developer in the FY 11-12. The proposed FY 11-12 allocates \$600,000 in professional services detailed in the below table.

| PROFESSIONAL & SPECIALIZED SERVICES                |                  |
|----------------------------------------------------|------------------|
| Environmental Engineering (Geomatrix)              | \$250,000        |
| Redevelopment Planning (Siefel Consulting)         | \$100,000        |
| Economic & Fiscal Analysis (EPS+JLL/PMA)           | \$50,000         |
| Urban Design & Planning (SERA)                     | \$0              |
| Transportation Planning (Transportation Authority) | \$50,000         |
| Financial Advisor/Bond Counsel (MOPF)              | \$50,000         |
| Appraisal/Other Consultants (TBD)                  | \$100,000        |
| <b>Subtotals</b>                                   | <b>\$600,000</b> |

C. **EXPENSES AND WORK-ORDER SERVICES WITH OTHER DEPARTMENTS**

1. **Department Of Parking and Traffic (DPT)**

| TIDA FY 10-11 Budget | Proposed FY 2011-12 | Change |
|----------------------|---------------------|--------|
| \$8,000              | \$8,000             | \$0    |

This W.O provides funds to DPT services for traffic control and parking enforcement during major public holidays and events when spectators and large crowds visit the Island. These events may include 4<sup>TH</sup> of July, Fleet Week and KFOG Kaboom. The proposed FY 2011-12 Budget provides the same level of funding as last fiscal year for this line item.

2. **DTIS- Telephone**

| TIDA FY 10-11 Budget | Proposed FY 2011-12 | Change |
|----------------------|---------------------|--------|
| \$40,000             | \$40,000            | \$0    |

This W.O provides funds for telephone services and cell phone expenses as requested by the Department of Telecommunications and Information Systems. DTIS also provides maintenance services for TIDA's website. The proposed FY 2011-12 Budget provides the same level of funding as last fiscal year for this line item.



3. **Risk Management**

| TIDA FY 10-11 Budget | Proposed FY 2011-12 | Change |
|----------------------|---------------------|--------|
| \$8,000              | \$8,000             | \$0    |

This W.O provides funding for the City's Risk Manager to review TIDA proposed subleases and use-permits to determine appropriate insurance requirements. The proposed FY 2011-12 Budget provides the same level of funding as last fiscal year for this line item.

4. **General Services Agency**

| TIDA FY 10-11 Budget | Proposed FY 2011-12 | Change   |
|----------------------|---------------------|----------|
| \$1,654,525          | \$1,723,625         | \$69,100 |

a. **Financial Oversight/IT Services and MOU**

| TIDA FY 10-11 Budget | Proposed FY 2011-12 | Change    |
|----------------------|---------------------|-----------|
| \$140,000            | \$240,000           | \$100,000 |

General Services Agency provides services to TIDA in support of human resources, budget, accounting, financial reporting including FAMIS and payroll. In addition, certain information and technology support including network, server, workstation, software maintenance and support are also managed by General Services Agency. These management, financial, and technical roles are memorialized in the amended MOU between TIDA and GSA. The proposed FY 2011-12 Budget increases the level of funding by \$100,000 consistent with realigned GSA duties.

b. **Operations/Redevelopment Salaries and Fringe**

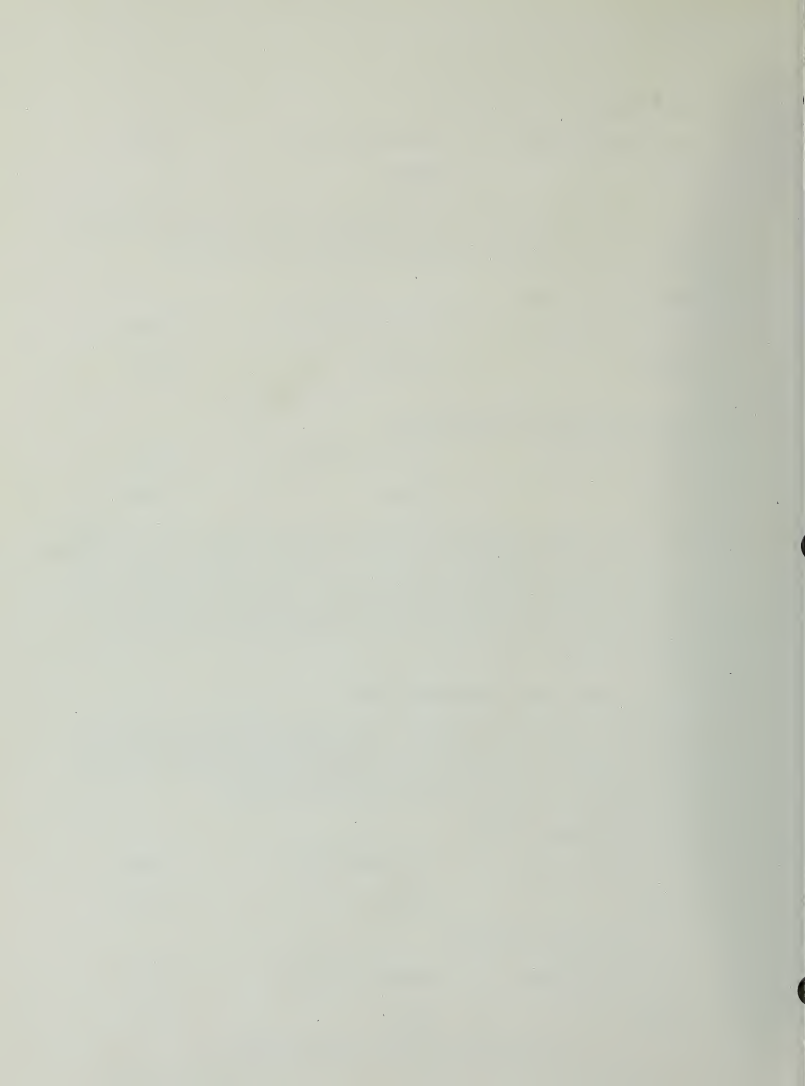
Staffing plan is 10 full-time positions in FY 11-12 for Operations and Redevelopment. All positions are employees of General Services Agency (GSA) and are reflected in the GSA's budget presented to the Board of Supervisors. TIDA will work-order monies to fund these positions though the GSA MOU detailed in the attached spreadsheet.

**Operations Salaries and Fringes**

| TIDA FY 10-11 Budget | Proposed FY 2011-12 | Change     |
|----------------------|---------------------|------------|
| \$964,260            | \$916,950           | (\$47,310) |

**Redevelopment Salaries and Fringes**

| TIDA FY 10-11 Budget | Proposed FY 2011-12 | Change   |
|----------------------|---------------------|----------|
| \$550,264            | \$566,675           | \$16,410 |



**FY 2011-12 Operations Redevelopment Salary Schedule**

TIDA

| FY 2011-12: TIDA Operations Salaries & Fringes |                                 | TIDA Job Title                            | Annual Salary FY 11-12 | Fringe Benefits     | Total               |
|------------------------------------------------|---------------------------------|-------------------------------------------|------------------------|---------------------|---------------------|
| Class#                                         | Classification Title            |                                           |                        |                     |                     |
| 953                                            | Deputy Director III             | Director of Island Operations             | \$168,537.00           | \$39,068.00         | \$207,605.00        |
| 4143                                           | Principal Real Property Officer | Deputy Director Real Estate               | \$126,334.00           | \$33,839.00         | \$160,173.00        |
| 4140                                           | Real Property Officer           | Property Manager                          | \$94,275.00            | \$29,430.00         | \$123,705.00        |
| 1823                                           | Senior Administrative Analyst   | Community Liaison                         | \$86,995.00            | \$28,869.00         | \$115,864.00        |
| 1823                                           | Senior Administrative Analyst   | Project Manager (Vacant)                  | \$78,970.00            | \$28,869.00         | \$107,779.00        |
| 1842                                           | Management Assistant            | Management Assistant/Commission Secretary | \$73,294.00            | \$20,522.00         | \$93,816.00         |
| 1820                                           | Junior Administrative Analyst   | Receptionist/Admin Support                | \$55,510.00            | \$26,496.00         | \$82,006.00         |
| 9920                                           | Public Service Aid              | TIDA Internship Program                   | \$25,000.00            | \$1,000.00          | \$26,000.00         |
| <b>Grand Total</b>                             |                                 |                                           | <b>\$708,855.00</b>    | <b>\$208,093.00</b> | <b>\$916,948.00</b> |

| FY 2011-12 TIDA Redevelopment Salaries & Fringes |                            | TIDA Job Title            | Annual Salary FY 11-12 | Fringe Benefits     | Total               |
|--------------------------------------------------|----------------------------|---------------------------|------------------------|---------------------|---------------------|
|                                                  |                            |                           |                        |                     |                     |
| 941                                              | Manager VI                 | Director of Development   | \$156,494.00           | \$54,772.90         | \$211,266.90        |
| 933                                              | Principal Senior Assistant | Project Manager           | \$114,322.00           | \$40,012.70         | \$154,334.70        |
| 1824                                             | Principal Senior Assistant | Assistant Project Manager | \$95,304.60            | \$33,356.61         | \$128,661.21        |
| 1840                                             | Jr. Management Assistant   | Jr. Management Assistant  | \$53,638.00            | \$18,773.30         | \$72,411.30         |
| <b>Grand Total</b>                               |                            |                           | <b>\$419,758.60</b>    | <b>\$146,915.51</b> | <b>\$566,674.11</b> |

|                                                    |                       |
|----------------------------------------------------|-----------------------|
| <b>Total Operations and Redevelopment Salaries</b> | <b>\$1,483,622.11</b> |
|----------------------------------------------------|-----------------------|





5. City Attorney

| TIDA FY 10-11 Budget | Proposed FY 2011-12 | Change     |
|----------------------|---------------------|------------|
| \$180,000            | \$125,000           | (\$55,000) |

This W.O provides funds for the City Attorney's Office to act as TIDA's General Counsel and to provide legal services for TIDA's role as caretaker and property manager of the islands and other administrative responsibilities. The proposed FY 2011-12 Budget reduces the City Attorney's W.O by \$55,000, consistent with expenses.

6. Human Resources – Management Training

| TIDA FY 10-11 Budget | Proposed FY 2011-12 | Change |
|----------------------|---------------------|--------|
| \$3,000              | \$3,000             | \$0    |

The proposed FY 11-12 Budget provides the same level of funding as last year for Human Resources and management training. The annual Staff Performance Plans encourage staff participating in professional development.

7. Purchasing -Central Shops-Auto Maintenance

| TIDA FY 10-11 Budget | Proposed FY 2011-12 | Change |
|----------------------|---------------------|--------|
| \$3,500              | \$3,500             | \$0    |

The proposed FY 11-12 Budget provides the same level of funding as last year for vehicle maintenance through Central Shops.

8. Purchasing -Central Shops-Fuel

| TIDA FY 10-11 Budget | Proposed FY 2011-12 | Change |
|----------------------|---------------------|--------|
| \$3,500              | \$3,500             | \$0    |

The proposed FY 11-12 Budget provides the same level of funding as last year for vehicle fuel through Central Shops.

9. Purchasing -Reproduction

| TIDA FY 10-11 Budget | Proposed FY 2011-12 | Change |
|----------------------|---------------------|--------|
| \$6,000              | \$6,000             | \$0    |

The proposed FY 11-12 Budget provides the same level of funding for the Reproduction line for City stationary, envelopes, labels, and a like.



10. **Public Utilities Commission**

| <b>TIDA FY 10-11 Budget</b> | <b>Proposed FY 2011-12</b> | <b>Change</b> |
|-----------------------------|----------------------------|---------------|
| <b>\$998,000</b>            | <b>\$998,000</b>           | <b>\$0</b>    |

The proposed FY 11-12 Budget maintains the same level of funding for the PUC for TIDA's utility expenses at \$648,000 on the Islands. TIDA also leases two back-up generators at the cost of \$150,000 a year. Finally, another \$200,000 is allocated for the MOU between TIDA for the settlement of TIDA's outstanding liabilities from previous years.

11. **Public Works (DPW)**

a. **DPW Bureau of Building Repair (BBR)**

| <b>TIDA FY 10-11 Budget</b> | <b>Proposed FY 2011-12</b> | <b>Change</b>    |
|-----------------------------|----------------------------|------------------|
| <b>\$679,000</b>            | <b>\$786,560</b>           | <b>\$107,555</b> |

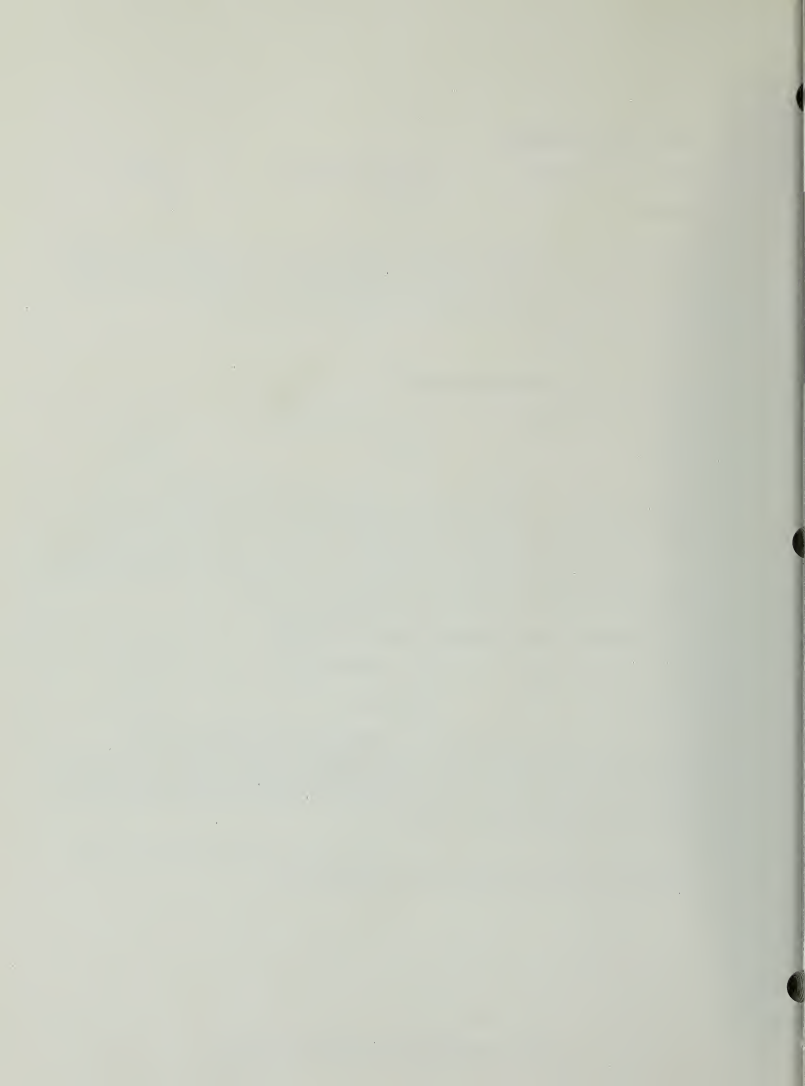
The proposed FY 11-12 Budget increases the level of funding for the DPW Bureau of Building Repair in the amount of \$107,555. The budgeted amount provides funding for a Senior Stationary Engineer, a Stationary Engineer and a laborer as well as crafts such as electrical, plumbing, glass, sheet metal, locksmith and carpenter on an as needed basis. This line also funds materials and supplies. The increase is due to the need for increased hours for a carpenter and electrician to assist with the Island's daily operation.

b. **DPW Bureau of Street Environmental Services (BSES)**

| <b>TIDA FY 10-11 Budget</b> | <b>Proposed FY 2011-12</b> | <b>Change</b>   |
|-----------------------------|----------------------------|-----------------|
| <b>\$188,480</b>            | <b>\$208,470</b>           | <b>\$19,990</b> |

The proposed FY 11-12 Budget increases the level of funding for Bureau of Street Environmental Services by \$19,990 for additional ramp cleaning. Funding is maintained at the same level of service for street cleaning. BSES also provides trash can set-up, clean-up and debris removal for special public events such as New Year's Eve, Memorial Day, 4<sup>TH</sup> of July and Fleet Week and during weekends.

This line funds the staff at the Front-Gate to monitor traffic entering and exiting Treasure Island and to assist visitors with directions and information.



c. DPW Bureau of Streets and Sewer Repair Services (BSSR)

| TIDA FY 10-11 Budget | Proposed FY 2011-12 | Change |
|----------------------|---------------------|--------|
| \$80,265             | \$80,265            | \$0    |

The proposed FY 11-12 Budget provides the same level of funding for Bureau of Streets and Sewer Repair Services to provide asphalt for pothole repair to Treasure and Yerba Buena Islands for a total of forty (40) repair visits during the year on streets and roadways.

d. DPW Bureau of Urban Forestry Services (BUF)

| TIDA FY 10-11 Budget | Proposed FY 2011-12 | Change |
|----------------------|---------------------|--------|
| \$160,000            | \$160,000           | \$0    |

The proposed FY 11-12 Budget provides the same level of funding for the Bureau of Urban Forestry Services to provide landscaping services to the areas surrounding the Chapel, Library, Casa de la Vista and the Pavilion By-the-Bay our Special Event District.

12. Facilities Management Services (DRE)

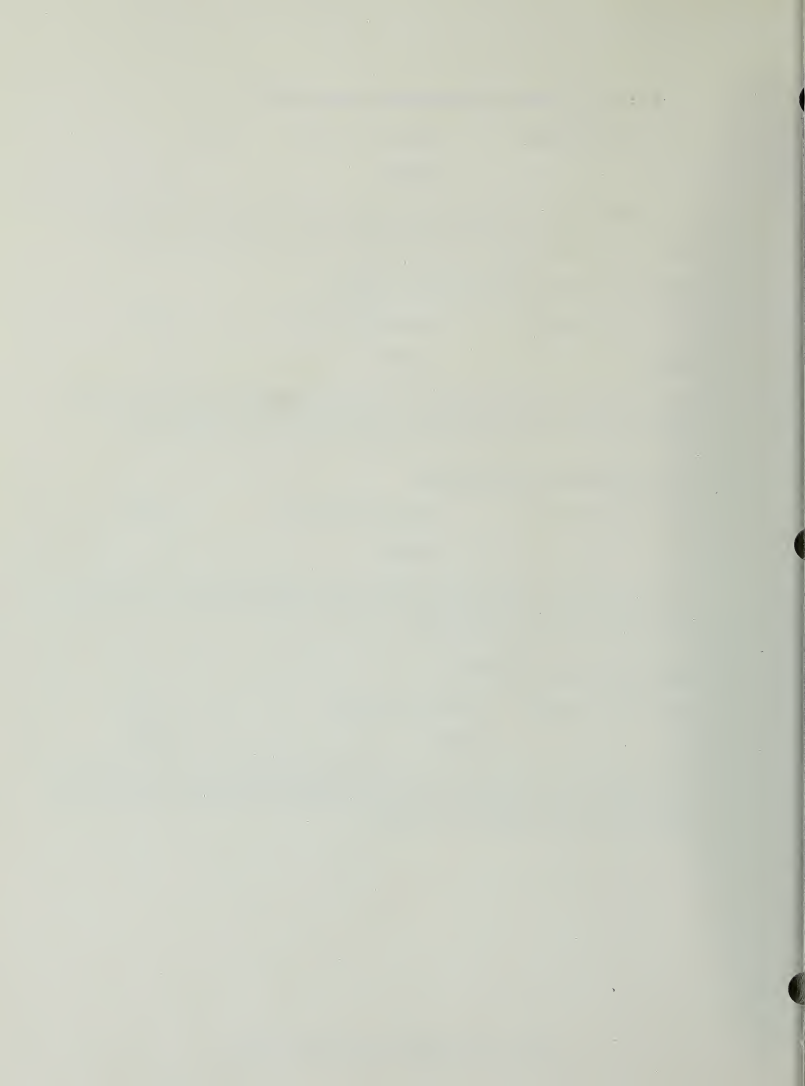
| TIDA FY 10-11 Budget | Proposed FY 2011-12 | Change |
|----------------------|---------------------|--------|
| \$28,236             | \$28,236            | \$0    |

The proposed FY 11-12 Budget provides the same level of funding through a W.O to the Department of Real Estate for building service contracts such as fire alarm system, sprinkler system and elevator maintenance services.

13. San Francisco Police Department

| TIDA FY 10-11 Budget | Proposed FY 2011-12 | Change   |
|----------------------|---------------------|----------|
| \$0                  | \$60,000            | \$60,000 |

The proposed FY 11-12 Budget allocates \$60,000 to the San Francisco Police Department to provide building and grounds patrol during week day nights. SFPD funded this service in the previous fiscal year through the General Fund.



14. **TIDA Redevelopment City Work-Orders**

| <b>TIDA FY 10-11 Budget</b> | <b>Proposed FY 2011-12</b> | <b>Change</b>      |
|-----------------------------|----------------------------|--------------------|
| <b>Reimbursed</b>           | <b>\$1,342,800</b>         | <b>\$1,342,800</b> |

The proposed FY 11-12 Budget allocates \$1,342,800 in City Department Work-Orders to assist with the redevelopment planning activities detailed in the below table.

| <b>Expenses</b>                                         | <b>FY 11-12 Proposed</b> |
|---------------------------------------------------------|--------------------------|
| <b>TIDA REDEVELOPMENT PLANNING</b>                      |                          |
| <b>ADMINISTRATION &amp; CITY DEPARTMENT WORK-ORDERS</b> |                          |
| Office of Economic and Workforce Development            | \$62,800                 |
| City Attorney's Office                                  | \$1,180,000              |
| Planning Dept / Redevelopment Agency                    | \$100,000                |
| <b>Subtotals</b>                                        | <b>\$1,342,800</b>       |

15. **TIDA Facilities Management**

| <b>TIDA FY 10-11 Budget</b> | <b>Proposed FY 2011-12</b> | <b>Change</b>     |
|-----------------------------|----------------------------|-------------------|
| <b>\$256,000</b>            | <b>\$200,000</b>           | <b>(\$56,000)</b> |

The proposed FY 11-12 Budget decreases the level of funding for TIDA Facilities Management expenses outside the Department of Real Estate by \$155,000. The amount will fund contracts, materials and supplies as needed for commercial property maintenance and upkeep including hazmat removal. The reduction is due to placing more facilities management funding under DPW-BBR.

16. **TIDA Capital Improvement**

| <b>TIDA FY 10-11 Budget</b> | <b>Proposed FY 2011-12</b> | <b>Change</b>    |
|-----------------------------|----------------------------|------------------|
| <b>\$361,000</b>            | <b>\$250,000</b>           | <b>(111,000)</b> |

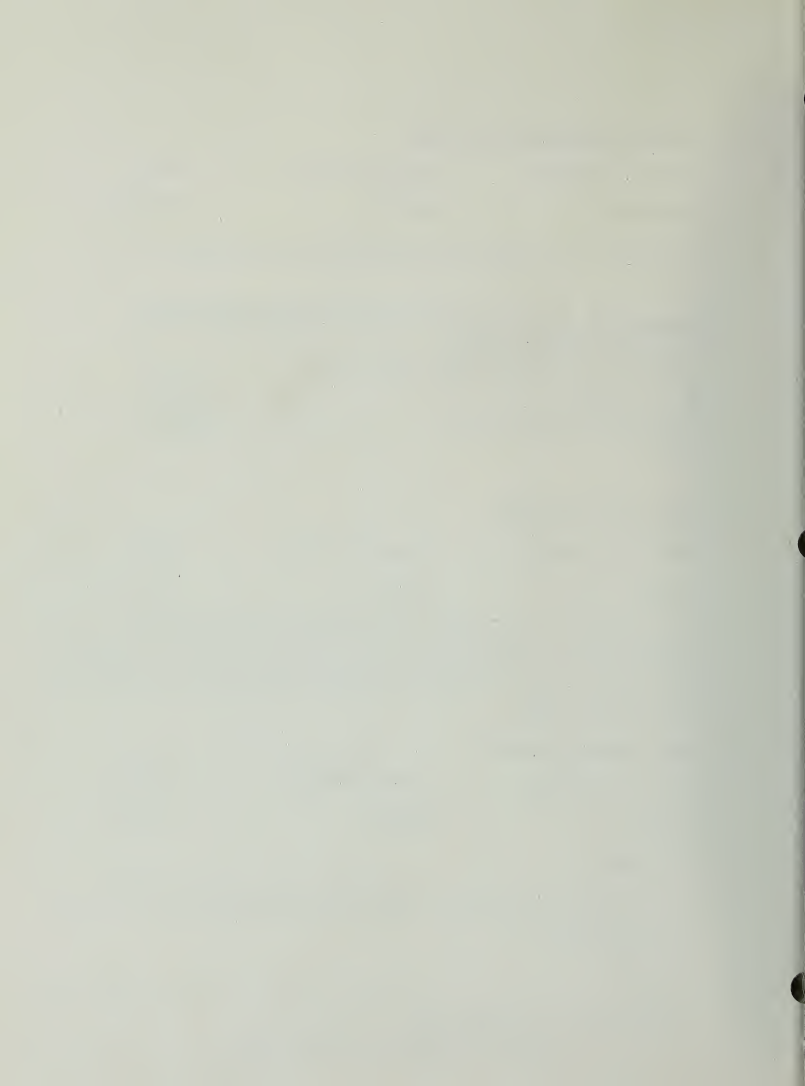
a. **Street Paving**

The proposed FY 11-12 Budget allocates \$100,000 for street paving in the causeway entryway and residential areas, removal of trees stump in the residential area and seal coating residential parking lots.

b. **Waterfronts**

The proposed FY 11-12 Budget allocates \$150,000 for improvement along the waterfronts of the Island to enhance visitor experience.





**TREASURE ISLAND PROJECT OFFICE**  
**FY 2011-2012 OPERATIONS GOALS**

**I. Quality of Life Issues**

- **Street Improvement Projects**
  - Install **Traffic Calming** solutions for Avenue of the Palms and throughout the residential areas of TI
  - Annual refreshing of **red zones** Island-wide
  - Lane striping on Avenue of Palm and California Ave
  - Repair damaged roads within the residential areas of TI
  - Resurface parking lots in the residential areas of TI
- Refurbish Child Care Center **playground**
- Annual **Bus Stop Shelter** maintenance throughout TI consisting of graffiti removal, replacement of broken glass panels and installation of new refuse containers
- **Street Lighting Improvements Project** to include improving the lighting within the residential, commercial and event venue areas of TI and at the Ship Shape area
- Expansion of **TI Composting Pilot Program** Island-wide
- Coordinate and make available emergency housing and shelter as requested by the Mayor's Office for City emergencies

**II. Public Safety**

- Plan and execute **Island-wide tabletop exercise** and drill in support of the **TI Emergency Operation Plan**, including identification of proper roles of on-Island entities and community organizations post-disaster
- Increase participation in the **Parking Decal Program** to 70% utilization of Island residents and commercial tenants
- **Risk Management**
  - Installation of bollards along the Southern Waterfront
  - Installation of warning signage Island-wide
- Sweep of **Nuisance Properties**

- Coordinate annual on-Island **National Emergency Response Team (NERT)** class and Emergency Preparedness exercises
- Refresh **Red Zones** Island-wide

### III. Beautification

- Improvement of **Eastern Waterfront** area by refurbishing benches and adding additional refuse containers
- Installation of **Bay Bridge Informational** plaque and viewing areas along the Southern and Eastern Waterfront areas of TI
- Complete final phase of the **Southern Waterfront Improvement Project** to include paving, striping of parking area, creating designated handicapped area, and new signage
- **Building One Front Entrance Improvement Project** to include cleaning of the **GGIE** statues, constructing new borders around the statues, resurfacing sidewalk, creating new seating area, and installing new refuse containers
- **Marina Parking Lot Improvement Project** to include new removable bollards, restriping, signage replacement, and landscaping
- Install new **directional signage** for commercial tenants
- **Beach Improvement Project** to include replacing signage, installing new picnic tables, refuse containers, and new bollards

### IV. Historic

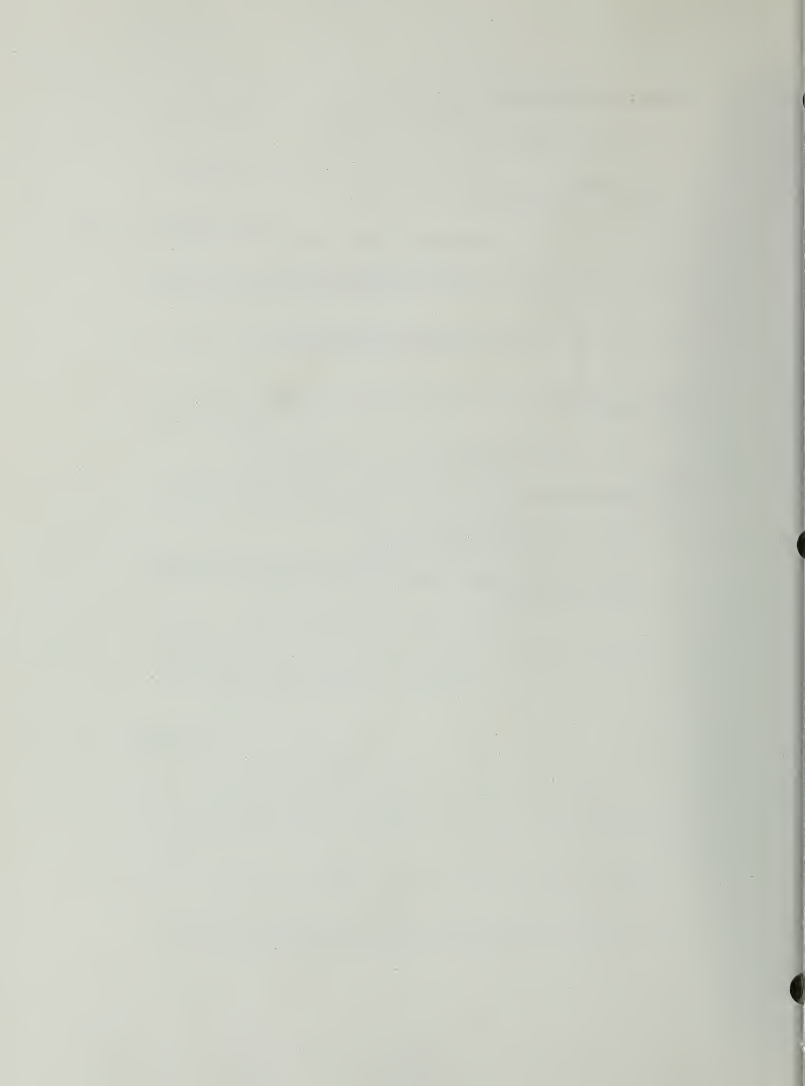
- Ongoing maintenance repairs to Island-wide **Historic Properties**
- Interview **GGIE** attendees, participants and employees for **Oral History Project**
- Enter into partnership for the **stewardship of Navy Museum Collection**
- Coordinate and assure the safe exhibition of the **Miguel Corvarrubias** murals at the California African American Museum fall of 2011

## V. Recreation Destination

- Renovate Tennis Courts on California Avenue
- Island-wide commercial tenant **Open House** showcasing each tenant's products and operations
- Market Place - Coordinate monthly **TI Flea Market** on the Great Lawn
- **Bliss Dance Statute** – Coordinate and manage the installation of the Bliss Dance Statue on TI
- **Gay Rodeo** – Coordinate and execute Gay Rodeo on TI

## VI. Leasing

- Assure **Customer Satisfaction** with all commercial leases
- Execute master lease agreement for **banner space** on YBI
- Complete new **Leasing Application** form
- Complete as needed **Tenant Improvements** in order to make properties attractive and desirable



**TREASURE ISLAND PROJECT OFFICE**  
**FY 2010-2011 ACCOMPLISHED OPERATIONS GOALS**  
(As of March 15, 2011)

**I. Quality of Life Issues**

- **Treasure and Yerba Buena Island Street Light Improvement Project - Residential and Commercial Areas**
- **Street Improvement Projects**
  - Completed paving project along the Causeway and Avenue of the Palms
  - Refreshed Red Zones throughout TI
  - Repaired potholes Island-wide
  - Repaired and replaced guardrail on Causeway
- Worked with stakeholders to keep the **Child Care Development Center** open and available for Island residents
- Refurbished and repaired **TI playground**
- Continued effort to bring additional **food venues** to the Island (ie. hotdog/taco stand) and opening of the Island's **second restaurant** which includes an island delivery pizza parlor
- **Installed and refreshed** picnic tables throughout TI
- Provided **Emergency Housing** for sixty-seven displaced households in cooperation with Department of Public Health and the Red Cross
- **Installed** speed limit, weight limit and parking signs throughout TI
- Participated in City-Wide efforts to "**Orange**" the iconic Administration Building with the San Francisco Giants Championship run
- Established **Graffiti Hotline**
- Created and implemented **Compost Pilot Program** for TI residents
- Implemented **Traffic Calming** suggestions

## II. Public Safety

- Organized **NERT Training** class for Island residents and commercial tenants
- Completed the **Signage Replacement Project** for the residential and commercial areas of TI
- Hired private security company to ensure the integrity of several **Nuisance Buildings** by monitoring and sweeping these properties for unauthorized occupants
- To reduce risk, completed the **installation** of bollards on the west side of the Island
- Hosted **National Night Out** a community public safety event
- **Vegetation Management Plan**
  - Removal of 25 hazardous trees from YBI and along the Causeway
  - Removed 10 hazardous trees in the resident and commercial areas of TI

## III. Beautification

- Completed TIDA's ongoing maintenance of **Perimeter Path** by cleaning seating areas, installing trash cans, and removing debris
- Completed final phase of the **Southern Waterfront Improvement Project** to include fencing and new signs
- Completed the installation of new trash receptacles throughout TI

## IV. Historic

- Repaired roof of **historic properties** including the Administration Building
- Assured the safe exhibition of the **Miguel Corrovubius murals** in San Jose and Washington, D.C.
- Assisted SFO with the **Pan American Reunion Event** on TI



- Assisted TIMA with weekend access to the Administration Building lobby for **public historic exhibitions**

## V. Recreation Destination

- Completed **Pedestrian Promenade** on Avenue of the Palms to attract more food vendors and public visitors
- Completed **Sailing Club Parking Improvements** including fencing, stripping of parking lot and landscaping
- Successfully marketed **Great Lawn** to **Audi Dealers** and **Flea Market** vendors
- Upgraded and improved **Fog Watch Picnic-area** by removing broken barbecues and adding additional signage and trash receptacles
- Executed and issued 70 short-term and 14 long-term anchorage permits to recreational boaters

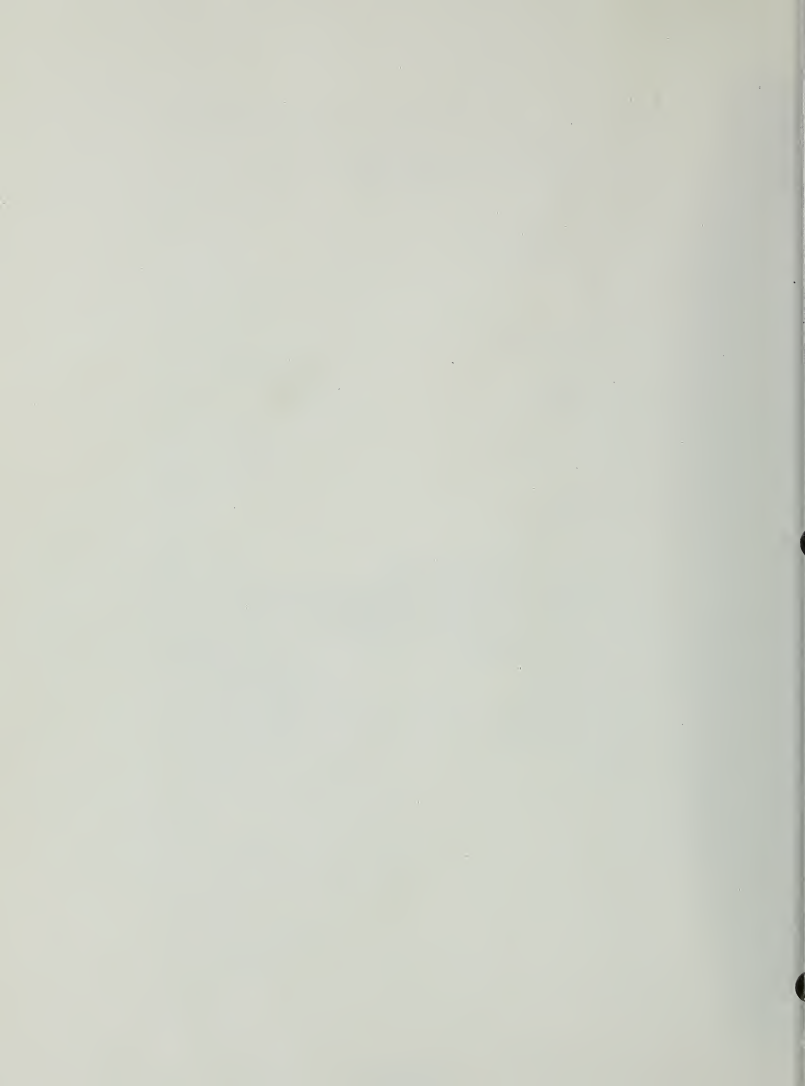
## VI. Leasing Accomplishments

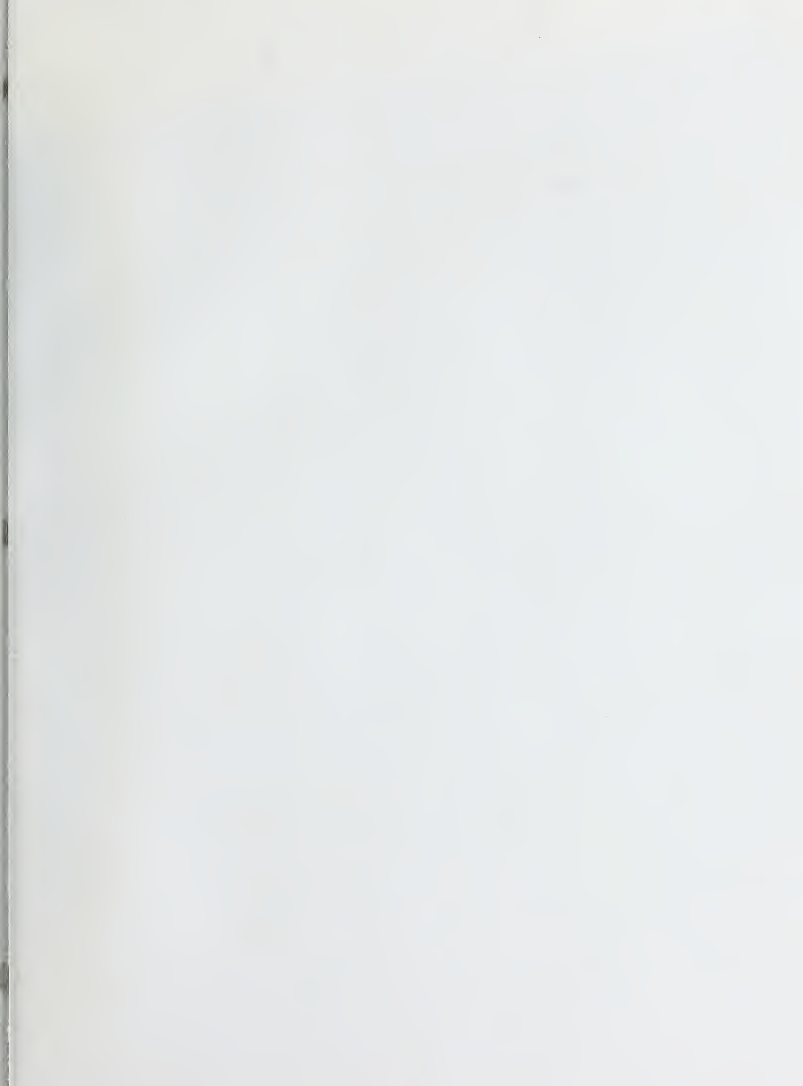
- Completed **CAD Diagrams** for all commercial properties
- Executed new form of TIDA's sublease with all existing sublease holders upon renewal
- Grand opening of **two new wineries** on TI - Bodega Wine Estates and Sol Rouge
- Completed **General Improvements** to Buildings 1, 33, 180, 201, 216, 264 in order to create additional commercial leasing opportunities
- **Mitigated hazardous material** from Buildings 201, 264
- Updated **Minimum Monthly Rental Rate** parameters
- Executed new sublease with T-Mobile for **cell tower** on TI

## VII. New Leases/ Renewals

- Applied Engineering and Construction Management
- Astro Enterprises Bulding 1
- Astro Enterprises Building 201
- Bay Area Air Quality Management District
- Bayship and Yacht
- Bodega Wines
- Brett Crockett
- Bruce Getty
- Catholic Charities
- Charles Chocolates
- CityView Storage
- David Gibson
- DCCI Building One
- Delancey Street Foundation
- Digitrad
- Direct Balance
- Discovery Carpet
- Ebrado Construction
- Elliot Baker
- Farwest
- Frantic
- Indigo Films
- Island Creative
- Island Market and Deli Building 146
- Island Market and Deli Building 1
- J. Douglas Hollie
- Johns Bargain Imports
- JSP Visuals Building 41
- JSP Visuals Building 1
- Joint Venture – TIHDI, Toolworks, Wine Valley
- Kendric Vineyards
- Ken Masters
- Lev's Probiotics
- Liquidyn
- Lumigrow
- Machinery Planet
- Michael Dietzen (Golden Gate Jukebox)
- Michael Donaldson
- Minilab Factory
- Monica Hobbs Catering
- NJAHS Building 670
- Pacific Brokerage
- PB Wines
- Roger Pujol

- Rubicon
- SF FOG
- SF Gaelic Athletic Association – Building 33
- SF Gaelic Athletic Association – (sub - 412)
- SF Gaelic Athletic Association - (sub - 404)
- SFGG Rugby
- SF Little League (sub - 410)
- SF Little League (sub – 411)
- SF Vendings
- SolRouge
- T-Mobile
- Telbon Communications
- Terrell Wines
- TI Sailing Center
- TIHDI Building 1
- TIHDI Land
- TI Museum Association
- TI Wines
- TI Yacht Club
- Tod Donobedian
- Tri California Events
- Volk
- Walter Wong Construction Building 62
- Walter Wong Construction Building 258
- William Collister and Gerrid Joy Building 201
- William Collister and Gerrid Joy Building 671
- Wine Valley Inc Building 1
- Wine Valley Café
- World Headquarters
- Yerba Buena Beverages
- Yerba Buena Builders
- T-Mobile























EDWIN M. LEE, MAYOR

CITY & COUNTY OF SAN FRANCISCO

TREASURE ISLAND DEVELOPMENT AUTHORITY

ONE AVENUE OF THE PALMS,

2<sup>ND</sup> FLOOR, TREASURE ISLAND

SAN FRANCISCO, CA 94130

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DRAFT Minutes of Special Meeting  
Treasure Island Development Authority  
March 22, 2011

Room 400, City Hall  
1 Dr. Carlton B. Goodlett Place

Mirian Saez, Director of Island Operations  
Peter Summerville, Commission Secretary

**1. Call to Order**

9:34 A.M.

**Present**

Claudine Cheng, *President*  
Larry Del Carlo  
John Elberling, *Chief Financial Officer*  
Larry Mazzola, Jr.  
Linda Richardson  
Jean-Paul Samaha, *Secretary/Vice-President*

**Excused**

Mark Dunlop  
Supervisor Jane Kim, *Ex-Officio*

**2. General Public Comment**

There was no General Public Comment at this meeting.

**3a. Director's Report**

Ms. Saez deferred her Directors Report to the next regular meeting. Discussed upcoming Authority Board meeting schedule.

There was no Public Comment on the Director's Report.

**3b. Report by Office of Economic & Workforce Development**

Mr. Rich Hillis, Office of Economic and Workforce Development, deferred his report to the items on the Regular Agenda.

There was no Public Comment on the Report by Office of Economic and Workforce Development.

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**3c. Report by the Treasure Island/Yerba Buena Island Citizen's Advisory Board (CAB)**

There was no Citizen Advisory Board report at this meeting.

There was no Public Comment on the Citizen Advisory Board report.

**4. Communications**

There was no discussion of the Communications by Directors.

There was no Public Comment on the Communications.

**5. Ongoing Business by Directors**

No on-going business was discussed by Directors.

There was no Public Comment on the item.

**6. Consent Agenda**

There was no Public Comment on the Consent Agenda.

Director Richardson motioned for approval of the Consent Agenda.

Director Mazzola seconded the motion.

The item was approved unanimously.

**8. Resolution Approving the Authority Budget for Fiscal Year 2011 – 2012 (*Called out of order*)**

Mirian Saez, Director of Island Operations, presented the proposed FY 2011-2010 budget. On the revenue side there are decreases expected due to loss of commercial leasing revenue at lay down space on-Island and decrease in Special Events revenue and Yerba Buena Island banner space due to the economy. Expenditures remain consistent due to encumbered City Work Orders, reimbursement of redevelopment costs. Two major changes in next year's budget are the consolidation of the redevelopment and operations budgets to reflect the proposed Disposition and Development Agreement and Economic Development Conveyance agreements; second change is streamlining of the accounting division into the General Services Agency due to recent loss of staff. Discussed housing revenue and commercial leasing revenue projections, including upward projections expected since the prior presentation to the Board. Discussed total project staff expenditures; administrative expenses; professional and specialized service expenditures; redevelopment expenditures and City work orders including for the Public Utilities Commission, Department of Public Works, General Services Agency. Discussed redevelopment and operational achievements for FY 2010-2011 and goals for FY 2011-2012.

**Public Comment**

Ms. Sherry Williams, Treasure Island Homeless Development Initiative, spoke in support of the budget and of the Authority's ongoing support of the child care center, Boys and Girls Club, Toolworks and Rubicon Programs.

Director Richardson motioned for approval of the item.

Director Elberling seconded the motion.  
The item was approved unanimously.

**7. Treasure Island/Yerba Buena Island Redevelopment Project Entitlements and Transaction Documents Presentation (*Called out of order*)**

Mr. Rich Hillis, Office of Economic and Workforce Development, provided an update on the proposed State-level elimination of redevelopment agencies and how the Treasure Island redevelopment plan will be modified and adjusted to conform to the new environment that the elimination of redevelopment would create.

Mr. Michael Tymoff, Office of Economic and Workforce Development, presented the Trust Exchange Agreement and Yerba Buena Island Habitat Management Plan. Present the map of proposed Trust Exchange; discussed terms of agreement between TIDA and the State Lands Commission necessary to execute the exchange. Discussed the YBI Habitat Management Plan including project concept, goals, planning and implementation processes. Discussed existing biodiversity on YBI and anticipated strategies for preservation, restoration and enhancement of the natural areas on the Island. Discussed revisions to the Plan based on agency and public comment.

Mr. Jon Yolles, Office of Economic and Workforce Development, presented the Treasure Island Homeless Development Initiative (TIHDI) Agreement document. Discussed history of TIHDI and TIHDI's current operations and responsibilities on-Island. Discussed components of the TIHDI Agreement including housing, employment and economic development, support facilities and annual funding mechanisms. Discussed the affordable housing program as it relates to the TIHDI Agreement. Presented the Jobs and Equal Opportunity Policy. Discussed components of the plan including employment and contracting goals, TIHDI Service Contracts, additional TIHDI economic development opportunities. Discussed construction hiring program implementation and coordination with CityBuild Program. Presented the Community Facilities plan, including overview of the update process from the initial draft of this Plan. Discussed anticipated demographics of future Island population and households and the related anticipated community needs. Discussed retention and renovation of existing community facilities on-Island and anticipated construction of new facilities.

**Public Comment**

Ms. Ruth Gravanis spoke in support of the Habitat Management Plan and encouraged planning to allow for ease of volunteerism in maintaining Yerba Buena Island.

Ms. Sherry Williams, TIHDI Executive Director, spoke in support of the TIHDI Agreement plan. Thanked Jon Yolles for the work he has put into the document.

**9. Discussion of Future Agenda Items by Directors**

There was no discussion of Future Agenda Items by Directors.

**10. Possible Closed Session for Conference with Real Property Negotiators**

There was no Public Comment on the possible Closed Session.

Director Richardson motioned to move to Closed Session.

Director Elberling seconded the motion.

The Board moved to Closed Session at 11:11 AM.

Closed Session Attendees:

Mirian Saez, Director of Island Operations

Peter Summerville, Commission Secretary

Rich Hillis, Office of Economic and Workforce Development

Michael Tymoff, Office of Economic and Workforce Development

Jon Yolles, Office of Economic and Workforce Development

Eileen Malley, Office of the City Attorney

The Authority Board re-convened in Open Session at 11:43 AM.

Director Richardson motioned not to disclose the Closed Session.

Director Elberling seconded the motion.

The Board unanimously approved not to disclose the Closed Session.

11. Meeting was adjourned at 11:45 AM.









